

Fuse

Service Level Agreement

Platform Availability

and Service

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Document Control

Change History			
Version	Date	Author / Editor	Details of Change
11.1	Jan 2021	Caroline Wyatt / Rob Grigg	Rewrite of original plans
11.2	Jan 2022	Gary Harrison / Terri Abrahamse	<p>2.3.1 - Updated to give three week notice of Scheduled Change</p> <p>2.3.2 - Emergency Outage terms updated.</p> <p>3.4.3 - Wording change in statement</p> <p>3.6.3 - P1 resolution time reduced from 8 hours to 4 hours</p> <p>3.7 - Requires development Status added and to be introduced.</p>

1 Introduction

1.1 Purpose

The document defines the Processes, Procedures and Service Level Agreements for Platform Availability and Fuse Service Desk and Support including Escalation and Service Credits.

1.2 Applicability

The Fuse Service Level Agreement (“SLA”) shall apply with effect from the Commencement Date as set out in the Order Form (“Agreement”) and in accordance with the Fuse Master Services Agreement. This document covers Platform Availability (Platform Uptime) and Support Incident Management. Any definitions used which are not defined herein shall have the same meaning as in the Fuse Master Services Agreement.

Fuse reserves the right to alter this document and the Service Levels in order to implement improvements to its service delivery and keep the document in line with internal practices, systems, etc. and external legal or regulatory commitments. Fuse undertakes that changes to this agreement will not substantially alter, to the detriment of the customer, the intent of the agreement or the material Level of Service offered.

If this document is altered and a new agreement released then any changes to the SLAs or working practices content herein will be effective from the date of reissue or an effective date as clearly specified here. No SLAs will be retrospectively applied unless this is expressly stated.

2 Platform Availability

We measure availability as the number of minutes that the Fuse Platform is available in a calendar month as a percentage of the total number of minutes in that calendar month. We call this measure of availability the “Platform Uptime”.

The SLA covers full production quality services only. On occasion we may elect to pre-release software in Beta form. These are known as “Beta Services” or “Beta Releases”. Beta services and releases are not subject to the same service levels and therefore not included in Platform Uptime calculations or any subsequent service credit. Beta services and releases are marked as Beta and communicated in the Release Notes.

The SLA also covers our technology and service partners such as AWS, where Fuse is managing the relationships and the environment or has outsourced the management of the service. These are referred to as “Managed Partners”

Our SLA does not cover systems beyond our control such as the customer’s SSO or HR systems, Internet connectivity and telecommunications, etc. or any other systems that integrate with the Fuse Platform but are not managed by Fuse or its Managed Partners.

2.1 Platform Uptime Measurement

The Platform Uptime is measured by a third-party service which regularly and automatically tests the services that comprise the Fuse Platform to confirm they are available and functioning correctly. The Uptime reports are produced monthly to monitor performance against our SLA targets.

2.2 Fuse Uptime Target

The Fuse Uptime Goal is 99.9% per calendar month. This is calculated as a percentage of minutes the Platform is available, minus exclusions, as compared to the total minutes in that month.

2.3 Maintenance schedules

The Fuse Platform is designed as a Global 24x7 platform and the vast majority of changes and maintenance to the Platform are carried out without service interruption. However, there may be occasions where selective services may need to be taken offline for release, maintenance or upgrade purposes.

2.3.1 Scheduled outages

Fuse reserves the right to conduct scheduled outages for the purpose of release, maintenance and or upgrade for up to 4 hours in any calendar month. Customers who will be affected by a feature release requiring a known scheduled outage will be notified at least 3 weeks in advance. Fuse will detail the service(s) that will be offline and the expected duration of the outage. Fuse will endeavour to carry out this work at a time where the fewest users will be impacted and will also attempt to accommodate any customer specific events and timings. However, given the global nature of the services it may not be possible to accommodate all requests and Fuse reserve the right to determine the timing and duration of any outage.

2.3.2 Emergency outages

It may be necessary on occasion for Fuse to take some or all of the services offline due to short-term emergency conditions, in order to perform activities required to ensure the quality and security of our service. Fuse will always look to perform any activities proactively in advance or via a scheduled outage. However, if this is not possible and Fuse are obliged to carry out work in order to fulfil other contractual obligations, then will reserve the right to conduct an emergency outage. Fuse will endeavour to give as much notice as possible to the affected users and will keep any downtime below three hours duration where possible. Downtime will not be considered an 'Emergency Outage' if: (1) the duration of the downtime event is more than three hours; (2) there have been previous 'Emergency Outages' in the 60 days prior to the current outage; (3) Service credits have been paid to the client in a 60 day prior to the current outage.

2.4 Service Credits

If the Uptime Goal falls below this target within a given month, a Service Credit for the affected month/(s) may be applied.

Platform Uptime	Service Credit
99.5% - 95.0%	5% of the platform fee for the month during which the outage occurred
94.995 – 90.0%	7.5% of the platform fee for the month during which the outage occurred
89.99% and below	10% of the platform fee for the month during which the outage occurred

2.4.1 Exemptions

Service Credits may not be issued:

- (i) Where the Customer is in breach of the terms set out in any formal contract or agreement.
- (ii) If the uptime goal is not met due to, in whole or in part, any of the following:
 - a) A force majeure event as described in the terms of service
 - b) Failure in Customer’s environment or systems and/or in systems or services that are not managed by Fuse or its Managed Partners and are out of our control.
 - c) Unavailability of telecommunications, faults or omission of ISPs and/or any lack of connectivity caused by a third party
 - d) Any DNS issues not within the direct control of the Company i.e. a fault on the Customer’s network or own equipment configuration
 - e) Any denial of service attacks, network floods and hacking
 - f) Any government censorship preventing access to the Fuse platform or partners
 - g) Failure by the Customer to take any remedial action in relation to the Services as recommended by Fuse
 - h) The Customer owes platform fees payable to Fuse and is in breach of its payment terms
 - i) The Customer’s negligence or wilful misconduct, which may include failure to follow agreed upon procedures

- j) Scheduled and/or Emergency release, maintenance, and/or upgrades.

The process for requesting Service Credits is covered in Section 4.

3 Fuse Service Desk and Support

Fuse provides Customer Service and Technical Support via our Service Desk to help you with any requests or incidents you may encounter whilst you are using the Fuse Platform.

Fuse Support is provided on a 24 x 7 basis. Our contracted support language is English, although we do have support staff who speak other languages and may be available.

3.1 Teams

3.1.1 Service Desk Team

All incoming queries are handled first by our technical support team via the Service Desk.

If you have an issue or incident where the Fuse Platform is not working in a way that is as expected or described, the Service Desk team will carry out the initial triage to see whether they can replicate your issue and resolve it accordingly. This may be by providing product advice/education, offering an alternative way of processing or a work around.

The Technical Support team has an excellent knowledge of the Fuse Platform and the underlying technical architecture and systems used to run Fuse, and may need to ask you additional questions or for videos to aid with effective triage and diagnosis, and faster resolution.

3.1.2 Third-line Support Team

If your issue has been attributed to our software not working in a way that has been specified and described, then Service Desk will raise this as a Bug (“Defect”). Our development teams resolve the Defects that are passed to them by the Technical Support Team which are categorised and prioritised according to the response times detailed in our Service Level Agreement. We may also need to escalate to other third-line support teams or external suppliers in order to get full resolution.

3.2 How We Support You

Fuse Service Desk offers an omni-channel support approach enabling you to choose the channel that works best for you. The different channels are described below.

All channels are routed into our ticketing system where they will be allocated a unique reference number allowing you to track the progress as Fuse's Service and Support teams manage your case through to resolution.

3.2.1 Fuse Support Portal

The Fuse Support Portal is available (to your named site administrators).

<https://customerportal.fuseuniversal.com/>

The Fuse Support Portal provides a rich support experience enabling you to:

- Submit new tickets for Service Requests, Incidents, Implementations and Integration Requests.
- Review the status of your existing tickets
- Respond and comment on any of your existing tickets
- Search the Knowledge Base for answers to F.A.Q's, Known Issues and Product Information

3.2.2 Email Support

You can contact the Fuse Support and Services team directly by email at the address below:

fusesupport@fuseuniversal.com¹.

All emails sent to the above address will generate a ticket and you will be kept informed of the status of your ticket with frequent email updates. We would recommend that clients use the Portal instead of via email. Logging tickets via the Portal is more efficient and we can capture the right information at the first contact expediting the process from diagnosis to resolution.

¹ Preconfiguration of the customer is required in the Fuse Service Desk platform required for email functionality to create a valid service request.

3.2.3 Telephone Support

We have 3 toll free numbers that customers can use to contact the Service Desk, one for each of the global regions. Telephone numbers are published on the support portal.

3.3 Guidance on reporting Incidents

When reporting an issue or incident please supply as much of the information listed below as possible. This will enable our Support teams to investigate the issue as quickly as possible and provide a faster resolution.

- Operating system
- Browser and version
- Number of users experiencing issue
- Location (home, office etc) and firewall/security software installed
- Link to example content

3.3.1 Why Not Use Your Fuse Screen Recorder?

If the Fuse Screen Recorder is enabled and working on your site, you can use it to record a video showing the issue you are encountering.

- (i) Create a video and save it to one of your communities
- (ii) Copy the link and include it in the description when you report your issue
- (iii) We will use the video to help answer questions and aid effective triage

3.4 Definitions

3.4.1 Service Request

This category covers general help and advice (as opposed to an Incident where something is not working) A query on the use, layout or functionality of the Fuse platform or a request for further information on an outstanding change, release, issues, etc. This also includes a configuration change request to an existing feature, e.g turning off the ability for a user to upload content.

3.4.2 Incident

Is an unplanned interruption to the Fuse Platform or a reduction in the quality or normal functionality of the Fuse Platform that has a material impact on the end users.

3.4.3 Incident Resolution

The goal of Incident Management is to restore service performance and productivity as quickly as possible. Resolution of the incident might be: the reinstatement of the original service or functionality, application of a change or a workaround to allow for the user to continue to use the Fuse platform to achieve their business goals. Fuse may provide a workaround for Known Errors at which point the initial incident will be resolved, this may mean there is an underlying problem (Bug/Defect) which needs further analysis and this will be passed to the product team to ensure it is resolved with the developers as promptly as commercially feasible.

3.4.4 Problem Management

In best practice terms a Problem is defined as ‘the unknown, underlying root cause of one or more incidents’. The objective of this process is to investigate and remove the underlying issues which cause repeat (or multiple) incidents. This may be a bug/defect or changing hardware in the infrastructure. Whereas the goal of Incident Management is to restore normal operations as quickly as possible for our customers, Problem seeks a more permanent solution that may require significant investigation, analysis, solution design and changes to be made. Therefore, there are no formal Service Level commitments to resolution of Problems or Defects, however they are prioritised using the same impact/urgency matrix as incidents.

We aim to fix bugs within an increment, which is 60 days. There is no service credit to be applied for resolution of bugs classified as P3/P4.

3.4.5 Known Error

Is a Problem with a documented Root Cause and may have a Workaround (to aid Incident Resolution). This is recorded in the Known Error Database to aid with more effective triage by the Service Desk

3.4.6 A Bug/Defect

A bug is an error, flaw, failure or fault or an omission in the Fuse Platform that causes it to produce an incorrect or unexpected result, or to behave in unintended ways from the product specification.

3.4.7 New Feature Request

A request for a feature or option that does not already exist within the Fuse Platform or a change to the functional working of that feature which requires developer time and work to build and introduce to the Platform. Please note that these requests may incur additional costs in accordance with Clause 8 of the Master Services Agreement and it is at the sole discretion of Fuse for any functional change to be accepted. Feature Requests are created outside of the Service Desk processes and direct to our Project team via our ‘Product Board’ portal.

3.4.8 Target Response Time

The Target Response Time is the time in which the Service Desk must respond to your ticket. There are specific targets set within this Service Level Agreement, which relate to response times to Incidents, based upon priority.

3.4.9 Target Resolution Date

The Target Resolution Date is the latest date by which we expect your Incident to be resolved. Incidents are categorised and prioritised by the Service Desk based upon the impact/severity and urgency of the incident for the customer. There are specific targets set for Resolution dates within this Service Level Agreement for Incidents, (not Problems) based upon the Priority assigned to them.

3.5 Fuse Support Levels and Teams

The table below defines the different levels of support and the party responsible for each level.

Support Level	Definition	Responsible Party
Customer (1st Line)	Basic help, advice, support and administration that can be performed by a trained user with 'Fuse Administrator' privileges	<p>Provided by customers local site administrators or an internal customer IT or Service function.</p> <p>This initial end user support is NOT provided by Fuse Universal.</p>
Service Desk/ Technical Support (2nd Line)	<p>Provide support to Customer's named Fuse administrators. Answer general Fuse support questions Triage and Diagnosis of Requests and Incidents Task requiring access to the Higher Administration Panel</p> <p>Triage and Investigation of complex issues and or software bugs passed from 1st line support</p>	Fuse Service Desk Team
Internal Resolver Groups, SME, Product Managers, External Suppliers (3rd Line)	<p>Fixing complex issues and/or bugs identified by the Technical Support Team.</p> <p>Changes to code, platform configuration, database, infrastructure, etc.</p>	Development, Platform and Product Teams.

3.6 Fuse Support Service Level Agreements

The following Service Level Agreements are defined for Fuse Support to cover the resolution of Incidents. These Service Level Agreements do not cover Service Requests, New Feature Requests, Product advice or any other queries; nor do they cover any functionality that is released under a BETA programme. Fuse will process all tickets in a standard way, setting target response and resolution times so that they can be processed effectively, however formal SLA, penalties and service credits will only be applied to Incident tickets.

Please note that the resolution for issues that require software releases to the mobile application may be subject to additional checks by the App Store provider (for example Apple App Store or Google Play). These checks are outside Fuse’s control and may introduce delays which could impact the Target Resolution times provided below.

3.6.1 Assigning Priorities

In order to manage Incidents, Fuse assigns a priority to every Incident ticket raised. Priority is defined as a function of the impact on the business/customer and the urgency for a resolution (which may change depending on customer peak times/seasonal demands).

The priority assigned to a record depends upon (but is not limited to):

- The impact on the business/customer: Size, scope and complexity
- The urgency to the business/customer: Time dependent financial impact (loss)
- The size, scope and complexity of the Incident
- The expected effort in resolving or completing a task

3.6.2 Prioritisation Matrix

		Impact			
		Critical	High	Medium	Low
Urgency	Critical	1	2	3	3
	High	2	2	3	3
	Medium	3	3	3	4
	Low	3	3	4	4

The prioritisation matrix is used as a way of managing incidents and ensuring that at all times we are focusing our resources on solving the problems that are most important. It is key here that we apply the same process to all customers to ensure that our service is fair and if a serious Incident arises it can be managed appropriately.

We will work with you to understand and correctly categorise your Incident and our intent is to reach agreement. However, Fuse reserves the right of final decision on the priority of an incident in order to preserve fairness and service levels and if this is unsatisfactory, then you may use the escalation process described in this document.

3.6.3 Target Response and Resolution times by Priority

Priority	Definition	Description	Target First Response	Target Incident Update	Target Incident Resolution
P1	Critical	An issue that prevents you from accessing or using critical functionality of the Fuse platform with severe business and service impact e.g a complete outage	30 Minutes	30 Minutes	4 Hours
P2	High	An issue restricting use of some critical functionality, such as reduced availability of features for which there is no effective workaround; or a performance degradation that severely impacts but does not prevent usage.	60 mins	1 day	2 Days

P3	Medium	An issue that is non-critical and has operational impact but no significant business impact or results in reduced availability of features for which there is a workaround; or creates a performance degradation with limited impact on usage.	90 mins	N/A	7 Days
P4	Low	An issue that has minimal impact on a small number of users; or is purely cosmetic in nature.	90 mins	N/A	14 Days

3.7 Ticket Status Definitions - Incidents

The following table shows the status of Incident Tickets as they move through the resolution process.

- Time to First Response is measured from when the ticket is raised formally, according to the processes laid out in this document, to the point when we start actively processing the ticket.
- Time to Incident Resolution is calculated as the time from when the ticket is raised to the time when it has been closed, in agreement with the customer.

The customer should not unreasonably withhold agreement to close the ticket, and Fuse reserve the right to close tickets on the customer's behalf if we believe the issue as reported has been resolved, and we believe the mutual agreement is being unreasonably withheld.

Ticket Status	Definition
Waiting For Triage	Ticket has been received and is awaiting assignment to a support team agent.
In Progress	A Service Desk agent is looking into the reported issue and is investigating the possible cause. May be assigned to the product or development teams if it requires further analysis or is confirmed as a bug.
Requires Development	Product development is required to resolve the underlying issue identified. This follows the Problem Management and development processes outside of SLA tracking and credits for P3 and P4 incidents.
Waiting For Customer	The team have reached out for further information or are awaiting your confirmation the ticket is resolved. This 'Pauses' the SLA clock.
Resolved	The issue has been fixed, and we will confirm with you that it is resolved before we close it.
Closed	The ticket is confirmed as resolved by customer and is therefore closed

3.8 Service Level Agreement for Support Incidents

For the purposes of reporting, we will produce a monthly update, which will identify achievement of SLA against the Resolution target for Incidents. This will be presented by month and by priority for P1 and P2 tickets. This will be calculated using the following:

Response or Resolution within Target

$$SLA = \frac{\text{time}}{\text{Total number of Tickets / Incidents}} \times 100$$

Priority	Definition	Description	First Response SLA	Incident Resolution SLA
P1	Critical	An issue that prevents you from accessing or using critical functionality of the Fuse platform with severe business and service impact e.g a complete outage	100% of tickets within Target Response Time	95% of incidents within Target Incident Resolution Time
P2	High	An issue restricting use of some critical functionality, such as reduced availability of features for which there is no effective workaround; or a performance degradation that severely impacts but does not prevent usage.	100% of tickets within Target Response Time	90% of incidents within Target Incident Resolution Time
P3	Medium	An issue that is non-critical and has operational impact but no significant business impact or results in reduced availability of features for which there is a workaround; or creates a performance degradation with limited impact on usage.	90% of tickets within Target Response Time	90% of incidents within Target Incident Resolution Time
P4	Low	An issue that has minimal impact on a small number of users; or is purely cosmetic in nature.	90% of tickets within Target Response Time	90% of incidents within Target Incident Resolution Time

3.9 Service Credits for breach of SLA

As per the exemptions in section 2.4.1, where Fuse is unable to resolve Incidents within the agreed SLA, the customer may apply for Service Credits to be applied. Support will monitor SLA performance and make this data available on request. A project is underway to make this information available via a self service dashboard.

The process for applying for the service credits is as per section 4 and each application will be assessed on the individual circumstances.

Incident Priority	Breach Terms	Service Credit
P1	Breach of P1 SLA for Response Time	No credit.
P1	Breach of P1 SLA for Incident Resolution Time	2% of the platform fee for the month during which the breach occurred
P2	Breach of P2 SLA for Response Time	No credit.
P2	Breach of P2 SLA for Incident Resolution Time	1% of the platform fee for the month during which the breach occurred
P3	Breach of P3 SLA for Response Time	No credit.
P3	Breach of P3 SLA for Incident Resolution Time	No credit.
P4	Breach of P4 SLA for Response Time	No credit.
P4	Breach of P4 SLA for Incident Resolution Time	No credit.

3.10 Escalation Process

Target Resolution Dates for Incidents are calculated based on the prioritisation defined above and are allocated to each incident when they are initially triaged and classified. These may also

be modified subsequently. Fuse provides an escalation mechanism for customers who do not agree with the assigned priority or need to check progress. Initial escalation should be to the Service Desk Manager, and in the event it requires further escalation, the Director of Support and operations.

3.10.1 How To Request An Escalation

If you would like to make an escalation request, please respond to your current open ticket stating that you would like the issue to be escalated and providing your justification.

3.10.2 How Fuse Manages Escalation Requests

Escalated tickets are notified in the first instance to the Service Desk Manager, and then notified to the Director of Support and Operations. They will then be raised and discussed with our Service Management team as part of our prioritisation meeting. The result of the escalation request will be communicated either via a response on the ticket or via your CSM. The resolution date and time of the issue, after it has been re-prioritised, will depend on the following:

- Availability of resource
- Further investigation and root cause analysis
- Application of any change
- Quality Assessment of any change applied
- Next scheduled or available Release date

You will receive updates on your ticket as it progresses through the different phases until it is confirmed resolved with you in production.

4 Service Credit Request Process

To receive a Service Credit, the Customer must submit a request with the description “Request for service credit” in the subject line of the email to fusesupport@fuseuniversal.com not later than twenty (20) calendar days after the last day of the month in which the alleged failure occurred.

Each request must include the following information:

- (i) the Customer’s name
- (ii) the Customer’s contact name, email and telephone information
- (iii) date and beginning and end time(s) of outage(s)
- (iv) a brief description of the characteristics of the failed uptime goal or SLA breach.

If the unavailability is confirmed by Fuse, then a service credit will be applied within two calendar months after Fuse’s receipt of the Customer’s credit request. Service Credits are not refundable and can be used only towards future billing charges. Service Credits are exclusive of any applicable taxes charged to the Customer or collected by Fuse and are the Customer’s sole and exclusive remedy with respect to any failure or deficiency in the Platform Availability.