

Software as a Service (SaaS) and Service Level Agreement

Software as a Service (SaaS) and Service level agreement (SLA)

Introduction

This Software as a Service (SaaS) and Service Level Agreement (SLA) describes the software and services, and associated levels of service that [company name] ('the client') will receive from **IQ Business Group** ('the supplier').

SaaS Subscription Terms

The supplier will provide to client a cloud solution that provides a records, archive, image and document management solution, for per user subscription fees based on the following fee schedule:

SOFTWARE AS A SERVICE (SAAS) FEE SCHEDULE BASED ON NUMBER OF SUBSCRIBERS

Implementation Cost for Core ECRM Platform	Level of Use (number of users)	Monthly Price per User
Included in subscription	500	\$145.00
	1,000	\$89.00
	2,000	\$51.00
	2,500	\$42.00
	3,000	\$37.00
\$200,000.00**	500	\$132.00
	1,000	\$83.00
	2,000	\$48.00
	2,500	\$42.00
	3,000	\$34.00

Notes:

Prices shown in the SaaS Fee Schedule are for a three-year subscription (longer-term, lower-cost subscriptions can be negotiated as desired by the client).

*The price per user quoted in the SaaS Fee Schedule represents the **not to exceed** price for all functionality offered by the ECRM product suite as defined later in this section. During follow-on requirements-gathering with the client, negotiations can be made and pricing potentially lowered when more specifics are known about the actual number of users and the functionality they require.*

The client may choose to pay the design and implementation costs for the core ECRM platform implementation as a fixed price project upfront or can include the cost of the upfront project in the subscription costs (with a commitment to a minimum of 500 users). This is reflected in the two options presented in the Fee Schedule above.

In addition to the per user fees presented in the Fee Schedule on the previous page, a per-project not to exceed price of \$, ____ will be charged for the performance of the repeatable business process outlined in the supplier's Technical Proposal that becomes a part of this agreement. The price quoted anticipates __ to __ hours spent to identify each content collection to be digitized and to determine associated folder structure, metadata, and user permission requirements; to define business processes for automated business rules or workflow; and to document scanning or conversion preparation, volumes, indexing, and quality control (QC) procedures to support the digitization effort, and other EIM implementation tasks in a Statement of Work (SOW) that carries either a firm fixed price (FFP) or a per-unit price, whichever is preferred by the DIR Customer's business unit representatives associated with the project. Each project SOW will also specify the timeframes for the digitization effort, the location of scanning, the procedures for tracking and returning in-process work if necessary, the timing and charges for pickup of content (if any), and other details related to the digitization or conversion efforts.

SaaS Offering Software Components

The Software components that make up the client's offering are listed below along with the functionality that they provide. Initial pricing in the Fee Schedule presented earlier has been calculated using a 60%/40% mixture of full use and read only users. This will be finalized in collaboration with the client and prices potentially reduced upon actual client requirements.

SaaS OpenText Software Components	Functionality
Content Server Suite- Standard Users	Includes eForms, Enterprise Connect for MS Office integration, simple workflow, image and document management, versioning, check-in/out, metadata and permissions inheritance, simple and advanced search.
Content Server Suite- Read Only Users	Same as Content Server Suite- Standard users with Read Only access to content
Extended Workflow- Standard Users	Advanced Workflow functionality including eSignatures
Extended Workflow- Read Only Users	Ability to participate in advance workflows but with only read-only access to content
Brava (View, Print, Annotation- Documents)	Provides a ubiquitous web viewer that provides print and annotation capabilities
Brava (Publisher, Visual Rights, and Redaction)	Provides a ubiquitous web viewer that provides visual rights, final version publishing, and redaction of confidential content
Content Intelligence Bundle (WebReports, WR Workflow Extensions, Active View, Report Pack)	Provides a complete event-driven development and reporting environment
Object Importer	Supports bulk load of content and metadata from other sources
Content Server SDK	Software Development Kit for business process configurations and customizations
OCC (unlimited field extraction, 2M pages per year)	Scanning capture with Optical Character, Intelligent Character and Intelligent Forms Recognition (OCR/ICR/IFR), bar code recognition, and scripting for automated metadata population and bi-directional database updates

The End User License Agreement (EULA) for the Software components listed above will be signed between supplier and Open Text and all terms and conditions and indemnifications of the EULA are understood to be between supplier and Open Text.

SLA Purpose

The client depends on the hardware, software and services (together: ‘the SaaS offering’) that are provided, maintained and supported by the supplier. Some of these items are of critical importance to the business.

This service level agreement sets out what levels of availability and support the client is guaranteed to receive for specific parts of the SaaS offering.

This SLA forms an important part of the agreement between the client and the supplier. It aims to enable the two parties to work together effectively.

Scope

Parties

This SLA is between:

The client:	The supplier:
[company name] [company address] [address line 2] [address line 3] Key contact: [name] [telephone / email]	IQ Business Group 1410 Spring Hill Road Suite 460 McLean, VA 22102 Key contact: [name] [telephone / email]

Dates and reviews

This agreement begins on [**Contract Commencement Date**] and will run for a period of [**number**] months.

It may be reviewed at any point, by mutual agreement.

Equipment, software and services covered

This SLA covers the hardware, software and services in the table below. This list may be updated at any time, with agreement from both the client and supplier.

Please note:

- The supplier guarantees **response times** for all items listed in this section.
- The supplier guarantees **uptime** only for items with a tick in the “**Covered for uptime?**” column.

These items have been assigned a priority level, from 1 (most important) to 3 (least important). The priority levels help determine the guaranteed uptime and response time.

Item type	Number of Seats	Priority	Covered for uptime?
OpenText Enterprise Content Management Suite	[]	1	✓
OpenText Web Reports	[]	1	✓
OpenText Software Development Kit	[]	3	<input type="checkbox"/>
OpenText Extended Workflow	[]	2	✓
OpenText Object Importer Utility	[]	3	<input type="checkbox"/>
Brava	[]	1	✓
Dual Data Center Installation <i>Disaster Recovery Warm Standby</i>	[]	1	✓
Enterprise Site-to-Site VPN Connectivity <i>256bit Encryption</i>	[]	1	✓

Exclusions

This SLA is written in a spirit of partnership. The supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This SLA does not apply to:

- Any equipment, software, services or other parts of the IT system not listed above
- Software, equipment or services not purchased via and managed by the supplier

Additionally, this SLA does not apply when:

- The problem has been caused by using equipment, software or service(s) in a way that has been **recommended against**.
- The client has made **unauthorised changes** to the configuration or set up of affected equipment, software or services.
- The client has prevented the supplier from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services.

This SLA does not apply in circumstances that could be reasonably said to be beyond the supplier's control. For instance: floods, war, acts of god and so on.

Having said all that, [supplier] aims to be helpful and accommodating at all times, and will do its absolute best to assist [client] wherever possible.

Responsibilities

Supplier responsibilities

The supplier will provide and maintain the **SaaS OpenText Content Server Solution** used by the client.

The IT support contract between the supplier and the client includes full details of these responsibilities.

Additionally, the supplier will:

- Ensure relevant software, services and equipment are available to the client in line with the uptime levels listed below.
- Respond to support requests within the timescales listed below.
- Take steps to escalate and resolve issues in an appropriate, timely manner.
- Maintain good communication with the client at all times.

Client responsibilities

The client will use the supplier-provided IT system as intended.

The IT support contract between the supplier and the client includes full details of the IT system and its intended uses.

Additionally, the client will:

- Notify the client of issues or problems in a timely manner.
- Provide the supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention.
- Maintain good communication with the supplier at all times.

Guaranteed uptime

Uptime levels

To enable the client to do business effectively, the supplier guarantees that certain items will be available for a certain percentage of time.

These uptime levels apply to items in the **Equipment, software and services covered** table that show a tick in the “**Covered for uptime?**” column.

The level of guaranteed uptime depends on the priority level of each item:

Priority level	Guaranteed uptime
1	___.%
2	___.%
3	___ _9%

Measurement

Uptime is measured the using supplier’s automated systems, over each calendar month. It is calculated to the nearest minute, based on the number of minutes in the given month (for instance, a 31-day month contains 44,640 minutes).

If uptime for any item drops below the relevant threshold, a penalty will be applied in the form of a credit for the client.

This means the following month’s fee payable by the client will be reduced on a sliding scale.

The level of penalty will be calculated depending on the number of hours for which the service was unavailable, minus the downtime permitted by the SLA:

Priority level	Penalty per hour (Pro-rated to nearest minute)
1	3% of total monthly fee
2	2% of total monthly fee
3	1% of total monthly fee

Important notes:

- Uptime penalties in any month are capped at 20% of the total monthly fee
- Uptime measurements exclude periods of routine maintenance. These must be agreed between the supplier and client in advance.

Guaranteed response times

When the client raises a support issue with the supplier, the supplier promises to respond in a timely fashion.

Response times

The response time measures how long it takes the supplier to respond to a support request raised via the supplier's online support system.

The supplier is deemed to have responded when it has replied to the client's initial request. This may be in the form of an email or telephone call, to either provide a solution or request further information.

Guaranteed response times depend on the priority of the item(s) affected and the severity of the issue. They are shown in this table:

		Issue severity (see Severity levels section, below)			
		Fatal	Severe	Medium	Minor
Item priority	1	__ minutes	__ minutes	__ minutes	__ minutes
	2	__ minutes	__ minutes	__ minutes	__ minutes
	3	__ minutes	__ minutes	__ minutes	__ minutes

Response times are measured from the moment the client submits a support request via the supplier's online support system.

Response times apply during standard working hours (__am — __pm) during the period of (day) thru (day) only, unless the contract between the client and supplier specifically includes provisions for out of hours support.

Severity levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation — **all users and critical functions affected.** Item or service completely unavailable.
- **Severe:** Significant degradation — **large number of users or critical functions affected.**
- **Medium:** Limited degradation — **limited number of users or functions affected.** Business processes can continue.
- **Minor:** Small degradation — **few users or one user affected.** Business processes can continue.

Resolution times

The supplier will always endeavour to resolve problems as swiftly as possible. It recognises that the client's computer systems are key to its business and that any downtime can cost money.

However, the supplier is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously.

For instance, it may be possible to resolve a fatal server issue in minutes, simply by restarting the server. But if a server fails due to disk error or a hardware fault (also classed as a fatal issue) it may take much longer to get back up and running.

In all cases, the supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the client.

Right of termination

The supplier recognises that it provides services that are critical to the client's business.

If the supplier consistently fails to meet the service levels described in this document, the client may terminate its entire contract in accordance with Appendix A, Section 11B, to DIR Contract No. DIR-TSO-3392, with no penalty.

Signatures

This service level agreement is agreed as part of the IT support contract between [client name] and IQ Business Group:

Signed on behalf of the client:

Name:Click here to enter text.

Position:Click here to enter text.

Date:Click here to enter a date.

Signed on behalf of the supplier:

Name:Click here to enter text.

Position:Click here to enter text.

Date:Click here to enter a date.