This Service Level Policy specifically applies to services that are directly connected to a production server — a server that the Client uses for operational business activities, or services that handle production data, which is the real data generated, processed, and stored on these servers during regular business operations. It is important to note that our Service Level Policy does not extend to Development, Test, User Acceptance Testing (UAT), Staging, or any other servers located within a Private Cloud environment.

SmartSimple Support Services are provided under the following terms and conditions.

These services are provided to all SmartSimple customers with a current Master Subscription Agreement.

1. Hosting Locations

SmartSimple will host in your jurisdiction and the following facilities are used.

Customer Location	Production Region	Backup Region
EU	Amazon Web Services (AWS) EU (Ireland)	AWS EU Frankfurt
United Kingdom	Amazon Web Services (AWS) Europe (London Region)	AWS Europe (London Region)
United States	Amazon Web Services (AWS) US East (North Virginia)	AWS US West (Oregon)
Canada	Amazon Web Services (AWS) Canada (Central) – Montreal, Canada	AWS Canada (Central) – Montreal, Canada
Asia Pacific	Amazon Web Services (AWS) Asia Pacific – Sydney, Australia	AWS Asia Pacific – Sydney, Australia
US Federal	Amazon Web Services (AWS) GovCloud (US)	AWS GovCloud (US)

2. General

2.1 Availability of the Service

The Client is entitled to use the service seven (7) days a week, twenty four (24) hours a day, three hundred and sixty five (365) days of the year.

2.2 Service Levels

SmartSimple uses commercially reasonable efforts to cause the Service availability in any month to be not less than 99.9%. As used herein, "Service Availability" means the percentage availability of the Service in any month calculated in accordance with the following formula: ((Hours in a month) - (Hours of outage)) / (Hours in a month of warranted availability). For the purpose of calculating Application Availability, the following shall be excluded:

2.2.1   Scheduled Maintenance

- SmartSimple reserves a maintenance window every Thursday evening between 22:00 and 23:59 EST (03:00 and 04:59 IST).

- If this maintenance option is exercised, all access to SaaS servers may be disabled for the duration of the maintenance and a placeholder page is displayed to users attempting to access the system.

- Maintenance activities may include:

  o   General system optimization and configuration that cannot take place when servers are on-line.

  o   Database optimization.

  o   Application component upgrades.

  o   Hardware replacement or upgrades.

  o   Maintenance may also be included as part of a scheduled system upgrade.

2.2.2   Client and External Components

- Service levels explicitly exclude any issues associated with the Client's internal system, network, software or hardware problems as well as any problems associated with the Client's Internet access or connectivity to the SmartSimple Website, including any problems the Client may have with the Internet, the Public Switched Telephone Network or any other telecommunications or data communications network or any problems the Client may have with any Internet Service Provider or telecommunications carrier in relation thereto.

- Service levels explicitly exclude outages due to events of Force Majeure; Strikes or lockouts, legal or illegal affecting SmartSimple shall not be considered force majeure.

2.2.3   Backup and Disaster Recovery

- SmartSimple acknowledges that securing customer Data is vital and an integral part of the service.

- SmartSimple benefits from the inherent reliability and redundancy of services provided by its infrastructure hosting vendors, and also configures these services in a best practice manner with regard to reliability. This setup results in strong resilience of the SmartSimple platform, and ability to automatically and seamlessly recover from a variety of failure types. Additionally, SmartSimple maintains full system backups produced at least once daily, retained for a period of 90 days, and stored in a secure alternate location. In the event of a catastrophic failure on the scope of loss of a hosting facility, or major data loss, relevant controls exist to failover to a backup system. In the event of a service failure at the primary hosting location, restoration of services will be established within the Recovery Time Objective (RTO) of 8 hours, and with a Recovery Point Objective (RPO) of 24 hours.

3. System Upgrades

There are four types of upgrades performed on the SmartSimple Cloud platform.

3.1 Hot Fix

Urgent changes to address a critical issue with the platform. Scheduled on a case-by-case basis as required.

3.2 Service Packs

A collection of minor changes and fixes to the SmartSimple Cloud Platform. They are released as needed. Includes items that cannot wait until the next monthly release or upgrade.

3.3 Monthly Release

Similar to service packs, but may include new features or larger enhancements to existing features.

3.4 Upgrades

There are three major upgrades to the SmartSimple Cloud Platform each year. These include major feature releases, minor feature updates, new administrative options and/or bug fixes as needed. The upgrade schedule is available on the [SmartSimple Cloud Wiki](#) and the release notes are made available as early as possible on the same page. Items featured in each upgrade are subject to change until the package is released, at which point the release notes are final.

4. Support Services

4.1 Support Tickets

The response and resolution times for all Support Tickets are determined by their severity using our Impact Classification Table: **Conditions, Impact, Response and Resolution Time.**

	Platform	**Configuration**
	Issues or concerns relating to baseline system functionality and standard product platform offering. All tickets will be treated as Platform unless analysis indicates otherwise.	Issues or concerns relating to system functionality or behavior configured specifically for the client's business processes.
1. Emergency or critical condition	• Initial response to client by phone call AND email within 30 minutes • Provide a correction or workaround within 2 hours • Updates to client every 2 hours until correction is provided • If bypassed, a correction will be provided within 1 business day	• Initial response to client by phone call AND email within 30 minutes • Provide a correction or workaround within 2 hours • Updates to client every 2 hour until correction is provided • If bypassed, a correction will be provided by end of next business day
2. High impact condition	• Initial response to client by phone call AND email within 2 hours • Provide a correction or workaround within 8 hours • Updates to client every 4 hours until workaround is provided • Full correction is to be provided within 2 business days	• Initial response to client by phone call AND email within 2 hours • Provide a correction or workaround within 1 business day • Updates to client every 1 business day until correction is provided • If bypassed, a correction is to be provided within 3 business days
3. Medium impact condition	• Initial response to client by phone call OR email within 4 hours • Provide a correction or workaround within 5 business days • Updates to client every 2 business days until workaround is provided • If bypassed, a correction is to be provided with the next upgrade	• Initial response to client by phone call OR email within 4 hours • Updates to client every 2 business days until correction is provided • Provide a correction within 5 business days
4. Low impact condition	• Initial response to client by phone call OR email within 4 hours • Provide a correction or workaround within 10 business days • Updates to client every 3 business days until workaround is provided • If bypassed, a correction is to be provided with the next upgrade	• Initial response to client by phone call OR email within 4 hours • Updates to client every 3 business days until correction is provided • Provide a correction within 10 business days

4.2 Hours of Service

- Support services shall be provided 24 hours a day, 5 days a week, Monday through Friday.

- On Boxing Day, Good Friday and statutory holidays observed in both the United States and Canada support shall be provided between 9:00 a.m. and 4:30 p.m. (EST and IST).

- No support services will be available on Christmas Day.

4.3 Out of Hours Support

- Critical Support (Tier 1 and Tier 2 only) is managed via dedicated email account critical@smartsimple.com

- This account is monitored by SmartSimple senior technical staff.

- Response time out of normal business hours is not guaranteed but provided on a commercially reasonable effort basis.

4.4 Method of Escalation

- If a Tier 1 or Tier 2 issue is not acknowledged within the expected initial response times, the client may contact the escalation extension listed below:

- Escalation Extension is: **1-866-239-0991 ext. 501**

Out-of-hours Tier 1 and Tier 2 issue escalation is managed through the use of this dedicated extension.