



# Complete Control Service Level Agreement (SLA)

**House of Control** 

#### Copyright:

All rights reserved. No parts of this work may be reproduced in any form or by any means - graphic, electronic, or mechanical, including photocopying, recording, taping, or information storage and retrieval systems - without the written permission of the publisher.

Products that are referred to in this document may be either trademarks and/or registered trademarks of the respective owners. The publisher and the author make no claim to these trademarks.

While every precaution has been taken in the preparation of this document, the publisher and the author assume no responsibility for errors or omissions, or for damages resulting from the use of information contained in this document or from the use of programs and source code that may accompany it. In no event shall the publisher and the author be liable for any loss of profit, or any other commercial damage caused or alleged to have been caused directly or indirectly by this document.

This documentation may refer to services, configurations and functions that are not included within your solution. If you wish to get more information regarding this, please contact House of Control AS.

#### Distribution:

- Internal
- External, on request, requires NDA

Høvik, Jun 16, 2022

# **Table of Contents**

Point of Contact	4
2. System set-up and import of basic information	4
B. User training	4
l. Customer Support	4
5. Maintenance	5
S. System availability and Uptime	5

#### 1. Point of Contact

The customer will have a dedicated Customer Success Manager (CSM) who will assist in the implementation of Complete Control and be your contact person within House of Control. Implementation includes setting up the solution, basic data imports (employee lists, Company/department structure) and user training.

As your main contact within House of Control, the CSM will be available within Normal Business Hours as outlined in section 5 of this SLA. He or she will also make every effort to be available, respond to inquiries and offer support outside Normal Business Hours. The CSM is an expert user of our solution and will assist you as a customer to ensure you receive sufficient training and are made aware of any further functions/modules that may be relevant for you.

# 2. System set-up and import of basic information

The Customer Success Manager will contact the appointed customer System Administrator(s) to arrange a start-up meeting. Prior to this meeting the customer will send required basic information for import to the solution. Data for mass import must be sent using Excel.

### 3. User training

Training is ideally carried out on-site at the customer offices. System Administrators should be in attendance and the Customer Success Manager will provide detailed training in the use of Complete Control.

The Customer Success Manager will assist the customer with planning of data input and followup meetings will be agreed where necessary.

### 4. Customer Support

First-line Support via Telephone (+47 815 66 355) and E-mail (<a href="mailto:support@houseofcontrol.com">support@houseofcontrol.com</a>) within Normal Business Hours (between 8:00 a.m. and 4:00 p.m. Central European Time on Norwegian Working Days) is included in the Contract. First line Support is provided in English and Scandinavian language (Norwegian, Danish, or Swedish).

House of Control shall use best efforts, being no less than accepted industrial standards in this regard to ensure high-quality support to the customers. The support inquiries are classified into several categories according to their complexity and characteristics, which often has an impact on the resolution time. These are:

- Ordinary Service requests inquires for information about Complete Control, request for new modules, password resets, etc.
- Incidents information/questions related to reduction in the service quality of Complete Control
- Change requests any change, modification, or replacement in Complete Control that needs to be managed and supported.

House of Controls Support maintains the following Response Time and Resolution Time objectives. We always strive to meet the resolution objectives, but some requests may take longer time depending on their complexity.

Channel	Response time	Resolution time objective
Telephone	within 1 minute	4 hours
E-mail	within 4 hours	8 hours

Response and Resolution Times are calculated within Normal Business Hours from receipt of Inquiry. Any remaining Response and Resolution Time at the Close of Business will be transferred to the following Norwegian Working Day.

#### 5. Maintenance

Small system- and security updates are performed on a continuous basis and no not normally require system downtime. These updates are generally carried out during nights.

House of Control will inform the customers about *normal* maintenance windows normally five (5) working days in advance. Emergency changes that require an *emergency* maintenance window, for example due to a zero-day vulnerability, may be informed on the same day.

All maintenance windows will be announced on Statuspage: https://houseofcontrol.statuspage.io/#.

# 6. System availability and Uptime

"Incidents" means any event that is not part of the operation of the House of Control Services that causes, or may cause, an interruption or reduction in functionality, or an unplanned interruption in the House of Control Services or parts thereof. Events are classified in one of the following categories of House of Control.

- Emergency the House of Control Services are unavailable for all Customers
- Critical Incident the House of Control Services or parts of the House of Control Services is not operational or fails frequently, or an important operation is not operational, or the Incident affects several Customers
- Major Incident part of the House of Control Services fails from time to time, but the Customers are generally not affected by the error, or the Incident affects the Customer's ability to operate the House of Control Services in a cost-effective manner
- Minor Incident has no impact on the Customer's ability to use the House of Control Services in a cost-effective manner (cosmetic error)

The agreed time limits pertaining to the handling of the different categories of Incidents are set out below. Critical and Emergency Incidents will be handled within the Period of Normal Business Hours.

Severity	Acknowledge of receipt	Qualified response time	Plan for recovery and restoration objective	Restoration objective
Emergency	15 mins	30 mins	4 hours	8 hours
Critical	15 mins	45 mins	8 hours	12 hours
Major	1 hour	2 hours	3 working days	5 working days
Minor	4 hours	8 hours	5 working days	Next release

House of Control shall guarantee that the Complete Control Service is available 99.5% of the time in any calendar month. If it is not, Customer is eligible to receive Compensation as outlined in table below, without prejudice to Customer's other legal or contractual rights to damages.

Availability	Reduction
99.5 % - 100 %	0 %
98.0 % - 99.4 %	5 %
95.0 % - 97.9 %	10 %
90.0 % - 94.9 %	25 %
< 90 %	50 %

Any monthly Compensation will be calculated as a percentage of the annual license fee divided by twelve (12) months and credited each quarter if applicable. The aggregate maximum Compensation Customer can claim for all Downtime Periods that occur in a single calendar month shall not exceed thirty (30) days of Services.

The following Definitions shall apply to the Complete Control Uptime SLA.

- "Downtime" means more than a five (5) percent user error rate, or lack of external connectivity to the service. User error is calculated using server monitoring software, based on results from ping tests, web server tests, TCP port tests, and website tests. Downtime is measured based on server-side error rate.
- "Emergency Downtime" means those times where House of Control becomes aware of
  a vulnerability which, based on a risk assessment of the vulnerability, House of Control
  deems to require immediate remediation and, as a result, the Complete Control Service
  is made temporarily unavailable for House of Control to address the vulnerability.
   Emergency Downtime is not considered Downtime for purposes of this Complete
  Control Uptime SLA and will not be counted towards any Downtime Periods.
- "Monthly Uptime Percentage" means the total number of minutes in the calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in the calendar month, divided by the total number of minutes in the calendar month.
- "Scheduled Downtime" means those times where House of Control notifies Customer of periods of Downtime five (3) days prior to the commencement of such Downtime. Scheduled Downtime is not considered Downtime for purposes of this Complete Control Uptime SLA and will not be counted towards any Downtime Periods. Maintenance that requires downtime will normally and where possible occur during weekends or between 19.00 and 07.00 on Weekdays.
- "Services" means the services provided to Customer; Complete Control and other Services in accordance with terms as expressly agreed between Customer and House of Control.

The following Exclusions shall apply to the Complete Control Uptime SLA.

The Uptime SLA does not apply to any performance issues:

- (i) caused by factors outside of House of Control's reasonable control.
- (ii) that resulted from any actions or inactions of Customer; or
- (iii) that resulted from Customer's equipment and/or third-party equipment (not within the primary control of House of Control or its Subcontractors). External hacks are not considered as outside of HoC's control. This Complete Control Uptime SLA states Customers sole and exclusive remedy for any failure by House of Control to provide the Services because of Downtime excluding Direct damages.

Information and updates on incidents will be published on Statuspage: <a href="https://houseofcontrol.statuspage.io/#">https://houseofcontrol.statuspage.io/#</a>.