

Service Level Agreement

Gorinchem, Version 01-01-2024

This TestMonitor Service Level Agreement (the “SLA”) applies to the availability of the TestMonitor System provided to the Customer. This SLA provides the Customer the sole and exclusive remedy for TestMonitor’s failure to meet the standards and commitments established herein. All standards and commitments are subject to the limitations and exclusions set forth in this document and (where relevant) in the Agreement between the parties.

TestMonitor reserves the right to update this SLA from time to time.

1. TestMonitor Availability Commitment

System availability is measured in terms of uptime over one month. Uptime is measured by an independent third party and is defined as ability to access the web application (status.testmonitor.com).

- The guaranteed monthly uptime is 99.8%.
- This uptime guarantee covers the TestMonitor web application (client_domain.testmonitor.com).

2. Exceptions

Downtime caused by any of the following is not included when measuring uptime.

1. General internet issues, including congestion or general DNS services not directly relating to TestMonitor or services provided by TestMonitor.
2. Force majeure events as described in the [terms of agreement](#).
3. Actions or inactions of the Customer (unless undertaken at the express direction of TestMonitor) or third parties beyond the control of TestMonitor.
Note: Subcontractors of TestMonitor are not considered a third party and TestMonitor takes full responsibility for subcontractors.
4. A result of Customer equipment or third party computer hardware, software, or network infrastructure not within the sole control of TestMonitor.
5. Scheduled SaaS infrastructure maintenance

3. Compensation

If uptime is lower than guaranteed in a certain month, the Customer will be compensated with a reduced price per user in that month. Compensated Downtime is calculated as the maximum of (guaranteed uptime – actual uptime) across all of the sites.

Prices will be reduced with 5% for every 0.2 percentage point of Compensated Downtime. If for example TestMonitor has uptime of 99,6%, the compensated downtime will be (99.8%-99.6%), which is then 0.2%, and prices will be reduced with 5% for that month. The maximum price reduction will be 100%.

4. Support availability

Support can be accessed by named individuals as agreed between TestMonitor and the Customer. Support can be accessed in the following ways within office hours (CET 9am - 5pm):

Support can be accessed in the following ways:

- Form on the website in TestMonitor-system (www.testmonitor.com/support)
- Email support (support@testmonitor.com)
- Screen sharing support is available only for Enterprise subscriptions, and on request only.

5. Incident management

This section details the service targets for Incident Management in TestMonitor.

Incidents are addressed within 24 hours (within office hours).

Service targets in this SLA for each category:

- No. 1: A problem that causes TestMonitor to be inaccessible.
Service target: Resolution begins immediately even if outside office hours and continues until solved.
- No. 2: A problem that causes a feature in TestMonitor to be inaccessible.
Service target: This is solved in the current development cycle, or sooner. Max. resolution time: 14 days. Expected resolution time: 2 days.
- No. 3: A minor problem that does not severely affect the Customer's ability to use TestMonitor effectively. No workaround.
Service target: This is scheduled upon identification in collaboration with the Customer. It is determined on a case by case basis, but normally is scheduled for the next development cycle.
- No. 4: A minor problem that does not severely affect day-to-day business for the Customer. With a workaround.
Service target: This is scheduled by TestMonitor based on feedback from the Customer and considering the inconvenience of the workaround.

6. Backup & contingency plans

All data is backed up in three levels, making sure that substantial data loss is not possible.

1. Backups are performed regularly using a *Point-In-Time-Recovery* strategy. Point-In-Time-Recovery (PITR) means that backups are taken at specific points in time to ensure that data can be restored to a specific point in the past if necessary. All backups are encrypted to ensure data security. By using this strategy, TestMonitor can ensure that it can quickly recover from any data loss incidents while also ensuring that customer data remains secure.
2. The complete servers are backed up every day, providing an extremely fast and dependable method of restoring normal operations in case of catastrophic partial failure.
3. In case of a catastrophic failure, i.e. flooding in the data centre or other factors causing severe hardware malfunction, rendering the main hosting centre unoperational, TestMonitor has remote nightly backups. These can be used to restore normal operations. TestMonitor has a secondary data centre, which can be used in case the primary data centre is not operational within reasonable time.

Upon catastrophic failure, the upper maximum limit for data loss is 24 hours. This is extremely unlikely. Procedures for catastrophic failure is simulated and tested annually as in ISO27001.

7. Data

The data belongs to and shall remain the property of the Customer, with TestMonitor having the right to utilize anonymized data for academic research purposes. Upon termination of the contract, the Customer shall have the ability to export all data to Excel format. Images and attachments may be exported separately as needed.