

FORM OP 



Service Level Agreement

Revision Date: November 2, 2020

This Service Level Agreement (“SLA”) is applicable to Services provided pursuant to an Order Form subject to Terms and Conditions of Subscription or other services or subscription agreement (the “Agreement”) between Customer and WorldAPP, Inc. operating under FORM OpX brand name (“FORM”). Capitalized terms used in this SLA not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

1. Performance. FORM shall use commercially reasonable efforts to maintain a minimum 99% application available uptime of the Platform except for scheduled maintenance downtime, unavailability caused by circumstances outside of FORM’s control such as Force Majeure Events and a user’s equipment failure.
2. Notifications. FORM will provide one (1) week’s advanced notice of planned downtime. In case of unplanned downtime that continues for 30 minutes or longer, FORM will use commercially reasonable efforts to notify customers of such downtime as soon as possible and no later than 24 business hours after the service outage.
3. Incident Management Roles and Responsibilities. FORM and Customer agree to work collaboratively to resolve incidents in line with the assigned priority levels. The following Table 1 identifies each of FORM’s and Customer’s incident management responsibilities.

Table 1

Stage	FORM	Customer
1		Carry out the initial investigation and resolve any non-technical issues
2		Report unresolved incident(s) to FORM by providing a detailed description and comprehensive data set via the agreed upon channels (phone, email or Live Chat).
3	Respond to reported issue(s) in accordance with the incident(s) severity and within the agreed upon timeframes per Table 2 below.	
4	Provide issue updates according to incident(s) severity per Table 2 below. Updates will include: An incident resolution plan - the plan will define the cause of the incident(s), approach and timeframes for resolution. Documented workarounds or knowledge articles if available to effectively prevent further related incidents	
5	Request incident resolution /escalation conference calls and/or provide technical resources to attend incident resolution meetings if required	Request incident resolution /escalation conference calls as required
6	Confirm incident(s) resolution.	
7		Verify incident(s) resolution

4. Incident Reporting. To report an incident to FORM support, the following requirements apply:



- a. All incident reporting must be made by an Authorized User of Customer.
 - b. At a minimum, all incident reports shall include:
 - Exact date/time of abnormal or troubling behavior
 - Operating system, browser versions
 - Steps preceding the reported issue
 - Screenshot of any error messages/abnormal behaviors
 - c. The reporting individual will make reasonable efforts to be available to FORM team members if additional communication is required.
 - d. Customer provides consent for FORM's team members to access troubled Customer accounts remotely when required.
5. Incident Response Time, Notifications and Priority Levels. Prior to assigning a priority level to a reported incident, FORM's support teams will make commercially reasonable efforts to resolve issues at the time the incident is initially reported. FORM support teams will be responsible for logging and assigning priorities to all issues not able to be resolved upon initial reporting. Initial response times set forth below shall apply to incidents reported to FORM by Authorized Users of Customer. If additional resources are needed to resolve an issue, a FORM support representative shall be responsible for engaging such resource or escalating the issue as required. The following Table 2 describes priority levels assigned to issues with initial response times, and target completion goals.

Table 2

Priority	Definition	Initial Response Time*	Resolution Goal
Critical	Application is not available or is unresponsive. Any and all security incidents.	One hour or less	Worked until the initial troubleshooting and investigation is completed and/or until fixed.
High	Application error that impairs user's ability to work in the tool, such as data errors or loss of key functions. Performance issues affecting isolated areas of functionality that are not affecting the majority of the users. Limited or no workaround available.	4 hours or less	Will provide daily updates until issue is resolved. The resolution will be deployed with the maintenance update and/or configuration change
Medium	Application error with available workaround.	12 hours or less	Will provide updates as progress is made. The resolution will be deployed with the maintenance update and/or configuration change.
Low	Application error that does not stop users from working within the tool and does not significantly affect the application's ability to perform its core functions.	24 hours or less	Fixed in future release



6. Support. FORM will provide technical support services (“Technical Support”) to Customer’s Authorized Users via multiple channels (LiveChat, Phone and Email) during the Term.

Standard Support: FORM’s Customer Support Team is responsible for providing answers to questions on how to use the applications created and maintained by FORM. These questions may relate to general FORM application, survey modification, design and logic, report generation, survey/form distribution and user administration. The Customer Support Team will provide explanations on how to use FORM software features, troubleshoot potential application issues (other than those described in the help file or “Help Desk”) and provide assistance with logging a potential system error or “bug.” Standard Support is included at no additional cost if Customer has purchased a Subscription. Customer may purchase additional advanced support options by contacting their account manager.

Support Hours: The Customer Support Team is available via live chat, email and telephone, 24/5, from 1:00 AM Monday through Saturday 12:00 AM Eastern Time. Support email monitoring is also available from 3 am till 11 am EST on Saturdays. Support hours may differ during major US holidays such as Christmas Day. Support is unavailable on the 1st of January (New Year’s Day). FORM will use commercially reasonable efforts to respond to and provide updates on reported issues based on their priority level as set forth in Table 2.

