elari

Elari SERVICE AND SUPPORT TERMS AND CONDITIONS

General
In this appendix, Service and Support Terms and Conditions, further agreements are established regarding the services offered by Elari in the context of the remote provision and maintenance of the Elari modules (in the Agreement also referred to as: the subscription).

A. Definitions:

Ticket**:**	A report of a failure, question or wish by the customer to Elari by phone, email or chat regarding problems and/or questions directly related to the service with the Elari module(s).
Failure**:**	A reproducible problem that causes the service related to the Elari module(s) to be unavailable, not fully available or their availability reduced for the customer.
Infrastructure**:**	The hardware, data communication facilities and system software used by Elari to make the Elari module(s) available to multiple customers simultaneously through remote access.
Elari modules:	The agreed Elari module(s) made available on Elari's infrastructure at a location chosen by Elari and made available to multiple customers simultaneously through remote access.
RPO:	Recovery Point Objective (RPO), Elari's commitment to meet the agreed maximum allowable amount of data loss.
RTO:	Recovery Time Objective (RTO), Elari's commitment to meet the agreed recovery time.
Service window:	Period or part of the day during which Elari aims to make its support services available.
Working days:	Monday to Friday excluding nationally recognised public holidays.
Working hours:	Hours on weekdays between 8:00 a.m. and 5:00 p.m.
Work-around:	Temporary solution accepted by customer.

elari

B. Support Department

1. Elari's support department is the point of contact for reports of faults and for asking questions directly related to the agreed Elari module(s). Elari's support department can be reached every working day on telephone number 085-087 07 32, by email via support@elari.nl or via the chat function in the portal.
2. To report a Failure, at least the following information must be transmitted by the customer to the support department:
   - Name of customer;
   - Name of contact person making the report;
   - A detailed description of the failure.
3. Only contact persons designated by the customer for this purpose who have sufficient knowledge and skills regarding the Elari module(s) are entitled to contact the support department.

C. Service Window

1. The Service window of the Elari Support & Services is:

Support & Service	Availability
Elari module(s)	24 hours a day, 7 days a week
Support department	During working days
Regular scheduled maintenance	Possible between midnight and 6:00 a.m.
Backup	Daily between midnight and 6:00 a.m. (system remains operational during backup)
Necessary additional maintenance	Not scheduled. Only if no postponement to regularly scheduled maintenance is possible.

2. Elari uses the priority codes stated below and the corresponding response times.

Prioritisation:

Priority	Meaning
1	Due to a failure, the Elari module(s) are no longer available to the customer, or only available to a very limited extent.
2	There is a failure, but the failure has limited impact for the customer and the customer can continue working, possibly with a work-around and with limited disruption.
3	All tickets relating to requirements and failures that cause little disruption for the customer and will be remedied in a subsequent release of the relevant Elari module to be installed by Elari.

elari

Response times:

Priority	Response time	Resolution time	Explanation
1	Instantly by phone	12 working hours	The failure will be remedied within 12 working hours of the report.
2	8 working hours	3 working days	The failure will be remedied within 3 working days of report.
3	n/a	n/a	Response and turnaround times are determined by Elari.

3. Elari reserves the right to implement temporary solutions (work-arounds). If Elari uses a workaround, Elari will come up with a structural solution to the problem within a reasonable period (21 calendar days for priority 1; 42 calendar days for priority 2; 63 calendar days for priority 3).
4. In the event of a report with priority code 1, Elari will take the necessary actions, immediately upon request of the customer and/or partner, even outside the service windows listed in Article C1 to remedy the failure as soon as possible or to limit the customer's damage where possible.

D. Backup

1. Real-time backups of data are made on backup servers in the primary data centre where the operational environment runs. This allows Elari to perform a database recovery to a specific point in time (point in time recovery). For files, a backup is made every 6 hours, which can result in a maximum data loss of 6 hours during a recovery. In addition, customer data is backed up every night on a dedicated backup server located in a physically separate location. This ensures that a backup that is up to 24 hours old can always be restored in the event of a calamity. These backups are retained for 90 days. The entire backup procedure is fully automated, and it is reviewed at least once a calendar year. The entire recovery process is also validated at least once a calendar year.
2. The RPO is based on daily backup to a secondary location. The setup used for both database and file servers ensures that multiple synchronous copies of the live data always exist. In this way, the failure of a single server or component can never cause the loss of data. Data corruption, whether caused by human activity or otherwise, is also copied. Replication is thus not suitable to recover corruption of data and therefore, in that case, it must be reverted to the last backup.

E. Availability

1. During the term of these Service and Support Terms and Conditions, Elari will enable an uptime of the Elari module(s) of at least 99.75%. Uptime is defined as being able to log in via the Elari portal/website (to be measured at Elari's server location in Elari's chosen data centre) of the agreed Elari module(s) and displaying the module home page.
   The uptime is calculated as a percentage of the realised uptime hours of the module(s) measured over a calendar year. Maintenance work is considered part of the uptime. Non-availability due to maintenance work therefore also counts when determining the uptime rate.
2. Uptime is tracked and measured by Elari. The Elari report (available in the software) shall constitute evidence of the uptime, subject to proof of the contrary by the customer and/or partner.
3. If due to force majeure or unforeseen circumstances (which include, but are not limited to: failures in communication networks, internet and power failures, failures in servers not operated by Elari, strikes, natural disasters, war, terrorist attacks, fire, water damage or threats of any of the aforementioned situations) the aforementioned uptime is not achieved, that period of non-availability is not included in the calculation of the uptime (and is thus an incident during which the service is deemed to be available).

4. The RTO is one hour, except for force majeure or unforeseen circumstances as described above.

F. Data Ownership

1. The data that the customer processes/causes to be processed by means of the Elari services referred to in this agreement are and shall remain the property of the customer and shall, upon termination of the agreement (regardless of the reason) be returned immediately at the customer's request on a (common) storage medium to be determined by Elari in a mutually determined structured form, provided that the customer has paid all fees due to Elari. Elari is only allowed to remove archived data from the system in consultation with the customer.