



Train & share, anytime,
anywhere

SLA (Service Level Agreement) E-lia

1. Definitions

Availability: The percentage of time that the customer can use the service after delivery, measured over a year.

Service: The specific service agreed upon between E-lia and the customer, as mentioned in the Agreement.

Incident: A disruption or potential disruption of the agreed service availability.

Year: A calendar year.

Customer: The recipient of a service from E-lia.

Customer Service: The primary point of contact at E-lia for the customer.

Notification: A formal notice from a customer or E-lia's monitoring system to E-lia that the service is not functioning properly.

Maintenance: Performing preventive or corrective work on the infrastructure to maintain the quality of the service or enable expansions.

Maintenance Window: A defined time frame during which E-lia typically performs maintenance.

Agreement: The agreement between E-lia and the customer under which E-lia provides a service.

Priority: A class assigned to a problem by E-lia, which determines the order of handling.

Urgent Maintenance: Performing work on the infrastructure to resolve unforeseen circumstances that threaten the continuity and/or security of the service.

Outage: The unplanned unavailability of the service.

2. General

This Service Level Agreement (SLA) is an integral part of the agreement between E-lia and the customer and describes the agreements regarding the delivery and support of the service.

Ranking of Agreements The following list shows the ranking of the various agreements between E-lia and the customer:

1. Agreement
2. General terms and conditions of E-lia
3. Service Level Agreement
4. Other written communication between E-lia and the customer

In case of conflicts or ambiguities in the above agreements, the agreement of higher rank prevails.

Applicability

This SLA applies exclusively to one or more services that the customer purchases based on a written agreement and for which E-lia standardly offers an SLA or, if not, the customer has opted for one of the available optional SLAs. The SLA is valid from the moment E-lia has confirmed in writing to the customer that the service has been delivered and remains valid until the termination of the agreement or the expiration of the SLA.

Changes to the SLA

E-lia is entitled to modify this SLA when deemed necessary. All changes will be communicated to the customer at least 30 days before they take effect.

Terms and Exclusions

There is no outage if the service is unavailable due to:

1. maintenance or urgent maintenance;
2. a situation where a purchased service cannot meet the requested capacity;
3. causes reasonably beyond E-lia's control.

3. Description of Services

E-lia offers an online platform where educational and informational content is provided to users in small portions via WhatsApp or the web.

SLA-types

Aspect	Basic	Premium
Availability	99.9% uptime, excluding planned maintenance	99.9% uptime, excluding planned maintenance
Support Hours	Monday to Friday, 9:00 to 17:00 CET.	Monday to Sunday, 8:00 to 20:00 CET.
Response Time	High priority within 4 hours, medium priority within 8 hours, low priority within 24 hours.	High priority within 1 hour, medium priority within 4 hours, low priority within 8 hours.
Prijs per maand	Free	€ 150,00

Maintenance

Regular maintenance is necessary to deliver a reliable service. E-lia strives to minimize the inconvenience of this maintenance for the customer.

The maintenance window is scheduled based on the application's usage. E-lia strives to perform this during periods of minimal application use.

Back-up

E-lia makes daily backups of all services with a retention period of two weeks.

Security

E-lia recognizes the importance of customer environment security and, together with the customer, takes appropriate security measures:

- The customer is responsible for authorizing individuals with access to the service.
- In the event of a security incident, E-lia will consult with the customer on the steps to be taken and promptly inform the customer in case of a service disruption.

4. Support and Management

Customer Service

For reporting incidents and other requests, the customer can contact E-lia's customer service. The contact details and opening hours are as follows:

- Opening hours: Monday to Friday, 9:00 - 17:00
- Phone number: +31 (0)20 2445282
- E-mail: support@e-lia.eu

Incident management

Priorities:

Each notification is assigned a priority by E-lia, which can be changed during the handling of a notification. The priorities are:

- High priority: Full service outage or severe disruption.
- Medium priority: Problems with limited impact on the customer.
- Low priority: Problems without direct impact on the customer.

Response Times:

The response time to a notification depends on its priority. The response times are:

- High priority: Response within 4 hours for the basic SLA and within 1 hour for the premium SLA.
- Medium priority: Response within 8 hours for the basic SLA and within 4 hours for the premium SLA.
- Low priority: Response within 24 hours for the basic SLA and within 8 hours for the premium SLA.

Reporting Incidents:

- High priority: High-priority incidents can be reported by phone or email.
- Medium priority: Medium-priority incidents can be reported by phone or email.
- Low priority: Low-priority incidents can be reported via email.

Terms and Exceptions:

The agreed service levels are only achievable if both parties adhere to the agreed procedures.

Delayed solutions in consultation with the customer fall outside the service levels.

The customer is responsible for keeping the contact details of designated contacts up to date.

5. Compensation Scheme

If the service levels described in this SLA are not met, the customer may claim compensation. For each hour the service has been unavailable beyond the allowed service level, a credit will be provided equivalent to the pro-rata costs for one day of the monthly service fee.

5.1 Terms and Exceptions

- **Customer Initiative:** The customer must claim compensation within three months after the end of the year in which the service levels were likely not met.
- **Exclusions:** The compensation scheme does not apply when the customer is significantly in default on payments or otherwise breaches the agreement.
- **Maximum Compensation:** The maximum compensation for service unavailability in a month will not exceed 100% of the monthly fee for the purchased service. The maximum compensation for unavailability of a part of the service in a month will not exceed 100% of the monthly fee for that part of the service.
- **Limitations:** The compensation scheme does not apply in case of unavailability due to DOS (denial of service) attacks, virus attacks, hacking attempts, or other circumstances beyond E-lia's control.
- **Exclusive Remedy:** The compensation scheme described in this SLA is the only remedy available to the customer if E-lia fails to fulfill the promises, guarantees, and warranties described in this agreement.