

Service Level Agreement v. 1.0

This Service Level Agreement ("SLA") forms part of the Software as a Service agreement between Customer and Instructional Design Genius ("Agreement"). In the event this document is translated into any other languages, the English version shall be authoritative. Instructional Design Genius encourages Customer to review the online SLA periodically.

1. Introduction

This SLA describes the levels of Product availability and support that Customer can expect to receive from Instructional Design Genius for the duration of the Agreement.

2. Definitions

As used in this SLA, the following terms shall have the meanings specified below. Any capitalized terms not defined herein shall have the meaning attributed to them in the Agreement. In this SLA the singular includes the plural and vice versa; the words "month", "year", and "quarter" mean calendar month, calendar year, and calendar quarter, unless otherwise stated; and the word "including" (or any analogous word or phrase) means "including without limitation".

Business Day	08:30 to 18:00, EST for the contracting Instructional Design Genius entity, not including Saturday, Sunday or public holidays.
Degraded Performance	A lower quality of service as described in this SLA (e.g. temporarily broken or temporarily unavailable functionality).
Downtime	The period of time during which the Product is wholly unavailable to Customer, including maintenance occurring outside of Maintenance Hours for which less than 24 hours' notice was provided to affected Customers. However, Downtime shall not include: Scheduled Maintenance; Degraded Performance; Factors outside of Instructional Design Genius's control, including any Force Majeure Events; Failures of the internet; Acts or omissions of Customer and its Users; and enforcement of state or government Regulations.
Knowledge Base	Instructional Design Genius-provided documentation that shares information on how to perform tasks in the Product.
Maintenance Hours	Monday to Friday from 04:00 – 08:00 UTC, all day Saturday, and Sunday from 13:00 – 04:00 UTC.
Resolution Time	The time that elapses from the Response Time until the alert is resolved.

Response Time	Measures the time that elapses between the receiving of an alert and the time of commencing work on the issue.
Scheduled Maintenance	Planned outages, either suspending service in full or in part, which Instructional Design Genius will endeavor to announce at least 5 days in advance, and in any case will announce no later than 24 hours in advance, which will not exceed a reasonable period of time for the maintenance required and which, where possible, shall take place during Maintenance Hours.
Ticket	An electronic request sent to Instructional Design Genius by Customer (e.g. requesting a solution to an incident).
Uptime	As calculated in accordance with this SLA.

3. Scope of the Service Level Agreement

This SLA applies only to the Product described in the Agreement. This SLA does not apply to any software, equipment, services, or other parts of an information technology system that are not purchased from or managed by Instructional Design Genius.

Instructional Design Genius will rectify material issues with the Product, except where:

- 3.1 The issue has been caused by Customer's use of the Product in a manner that is contrary to Instructional Design Genius Knowledge Base, or any other instruction issued by Instructional Design Genius;
- 3.2 Customer has made unauthorized changes to the configuration or set-up of the affected Product;
- 3.3 Customer has prevented Instructional Design Genius from performing maintenance on the Product;
- 3.4 The issue has been caused by Third Party Products; or
- 3.5 The issue has been caused by User(s), including by modifying part of the software or by adding, deleting, or assigning improper rights to Users.

4. SLA Effective Date and Term

This SLA will be effective upon purchase of the Product and will terminate without further notice and without right to compensation or restitution upon the expiry or termination of the Customer subscription.

5. Responsibilities

Instructional Design Genius Responsibilities:

- 5.1 Ensure the relevant Product and Professional Services are available to Customer in accordance with the Uptime guarantee;
- 5.2 Respond to support requests within the timescales listed below;

- 5.3 Take steps to escalate, diagnose, and resolve issues in an appropriate and timely manner, including the allocation of a sufficient number of skilled staff and the collection of necessary information; and
- 5.4 Maintain clear and timely communication with Customer at all times.

Customer Responsibilities:

- 5.5 Use the Product as intended under the Agreement;
- 5.6 Notify Instructional Design Genius of issues or problems in a timely manner and as thoroughly as is possible;
- 5.7 Cooperate with Instructional Design Genius in its efforts to escalate, diagnose, and resolve issues by providing timely and accurate responses to requests for information;
- 5.8 In case of an A-Priority Alert, ensure the availability of a sufficient number of skilled Customer employees to cooperate with Instructional Design Genius;
- 5.9 Provide Instructional Design Genius with access to equipment, software, and services for the purposes of maintenance, updates, and fault prevention; and
- 5.10 Maintain staff with adequate information technology knowledge to fulfil these responsibilities.

6. Availability

Instructional Design Genius guarantees 99% Uptime each month 24 hours a day 7 days a week ("Agreed Hours of Service"). Uptime is measured based on the monthly average of availability, rounded down to the nearest minute, and calculated as follows:

$$\text{Uptime \%} = \frac{\text{Agreed Hours of Service} - \text{Hours of Downtime}}{\text{Agreed Hours of Service}} \times 100\%$$

7. Service Credits

Should Uptime fall below 99% in any month, Instructional Design Genius will provide the customer a Service Credit in proportion with the amount of time under 99% that the app was unavailable for use.

For example, if the Product is unavailable for 24 hours, or one calendar day, the credit will appear as follows: $(1 / 30) * (\text{Monthly Subscription Fee})$

To apply for a Service Credit under this SLA, Customer must submit a request to admin@instructionaldesigngenius.com within 30 days of the end of the applicable month with the subject line "SLA Service Credit". The request must include the dates and times of the Downtime for which Service Credit is being requested, and any additional documentation that demonstrates the claimed Downtime.

Service Credits are the exclusive remedy for Instructional Design Genius's failure to meet its Uptime guarantee and no other or additional types of damages can be claimed, including breach of warranty. In the event there are no new invoices to be issued, Instructional Design Genius will pay out the Service Credit to Customer directly.

8. Response Time and Resolution Time

In the event of an alert, Instructional Design Genius is deemed to have responded when it has replied to Customer’s initial request. This may be in the form of an email or telephone call, to acknowledge receipt of Customer’s request, provide a solution, or request further information. The Response Time and Resolution Time will depend on the priority of the item(s) affected and the severity of the alert, as set out in the following schedules:

Alert Type	Issue severity	Response Time	Resolution Time
Critical Alert	One or more elements of the Product critical to the functioning of Customer’s business have ceased to respond completely or respond extremely slowly.	Within 12 hours	Within 48 hours
Non-Critical Alert	One or more elements of the Product have ceased to respond completely or respond slowly and a workaround is available.	Within 24 hours	Within 72 hours

9. Instructional Design Genius’s Storage & Infrastructure

Instructional Design Genius uses Amazon Web Services (AWS) to provide its Product via a cloud-based storage application called AWS S3. AWS S3 offers the possibility to store a virtually unlimited amount of data with a guaranteed data durability of 99.999999999%.

10. Problem Management

Instructional Design Genius regularly analyses all Customer Tickets in order to identify trends and bottle necks. Based on these findings, Support updates the Knowledge Base with information explaining the solution to “known errors”.

In order to respond to FAQs and help Customers to resolve common problems without needing direct assistance from Support, Instructional Design Genius maintains the Knowledge Base on the Product page for the Atlassian Marketplace. If your question is not resolved via the Knowledge Base, the Instructional Design Genius can be contacted by email at admin@instructionaldesigngenius.com

11. Release Policy

Instructional Design Genius releases the Product via Continuous Integration and Continuous Delivery. This means that whenever a new feature or release is ready, it can be deployed to the production servers at any moment. Urgent bug fixes that impact availability and critical features are applied immediately on production servers in accordance with the Resolution Time schedule.

12. Software Improvements

Instructional Design Genius will make available to Customer new versions, releases, and updates to the Product to solve defects and/or errors, keep the Product up-to-date with market developments, or otherwise improve (the operation or functionality of) the Product. These improvements may include bug fixes. Instructional Design Genius will only support the most recent version of the Product.

13. Updates to the SLA

This SLA may be updated at Instructional Design Genius's discretion, but only after providing thirty (30) days' notice, after which it shall be effective ("SLA Effective Date"). Such notice will be sufficient if provided to a User by email. If Customer objects to any such changes, Customer's sole recourse shall be to terminate the Agreement. Continued use of the Product following the SLA Effective Date of any update shall indicate Customer's acknowledgement of such update and agreement to be bound by the updated SLA. When Instructional Design Genius changes this SLA, the "Updated" date below will be changed to reflect the publication date of the most recent version.

Updated: 1 August 2021.