

Service Level Agreement

1. GENERAL

- 1.1. This service level agreement (“**SLA**”) is an inseparable part of the Agreement concluded between the Provider and the Institution.
- 1.2. Capitalized words and phrases used in the SLA shall have the same meanings as in the General Terms and, unless new terms or definitions are introduced in the text of the SLA. The SLA forms an inseparable part of the Agreement.

2. OBJECT OF THE SLA

- 2.1. The SLA governs the service levels for the operation of DreamApply and for the provision of Support to the Institution in the following areas: (a) maintenance, preventive measures, upgrades and backups of DreamApply; (b) questions and consultation concerning the daily operation of DreamApply; (c) handling of any bugs or other issues which result in a disruption of the normal functioning and operational use of DreamApply (jointly “**Errors**”).
- 2.2. The Provider shall operate DreamApply and provide Support according to the service levels agreed in the SLA.

3. SERVICE LEVEL STANDARDS

- 3.1. Responsiveness: DreamApply shall respond to all requests within no more than 1 (one) second (without accounting for network latency) unless this cannot be reasonably expected (processing of large uploads, extended searches, export operations etc).
- 3.2. Preventive measures: DreamApply is monitored to detect any anomalies or interruptions in the performance of DreamApply and provide information for possible maintenance work. Provider (or its selected third party partners) regularly performs the following maintenance operations:
 - (a) maintenance of the server hardware and network equipment;
 - (b) software version and security updates;
 - (c) log management;
 - (d) configuration maintenance, versioning and backup;
 - (e) change management and documentation.
- 3.3. Upgrades: the Provider shall in the event of necessity, update DreamApply to improve the usability, management, efficiency, security and capability of DreamApply.
- 3.4. Back-ups: the Provider will take any reasonable measures to safeguard DreamApply, its content and DreamApply’s configuration against being lost or corrupted, including, but not limited to:
 - (a) hourly off-site backups of the user content with a retention period of no less than 3 (three) days;
 - (b) nightly off-site backups of the user content with a retention period of no less than 30 (thirty) days.
- 3.5. Planned maintenance work: normally the installation of updates affect the operation of DreamApply for up to 15 minutes and take place in average once per month. The Institutions are notified at least 3 (three) working days in advance of any planned maintenance work which will affect the availability of DreamApply for more than 1 hour. The total allowed duration of planned maintenance that affects the availability of DreamApply must not exceed 48 (forty eight) hours per year or 8 (eight) hours in any single month; any single planned maintenance session that affects the availability of DreamApply may not exceed 4 (four) hours; any planned maintenance is usually performed between 00:00 and 07:00 CET unless a valid reason is present.
- 3.6. Unplanned service disruptions: the total allowed duration of unplanned disruptions that affect the availability of DreamApply must not exceed 48 (forty eight) hours per year; the maximum time for restoring DreamApply’s functionality after a service disruption must not exceed 24 (twenty four) hours.
- 3.7. The Provider shall offer Support remotely by email or telephone during 9:00 – 17:00 CET on working days. Outside of these hours, DreamApply will be operated “as is”. Prior to submitting Support request the Institution shall visit the Provider’s help portal <http://help.dreamapply.com> for first hand assistance and information.
- 3.8. Support is provided in English. The contact details for submitting Support requests are as follows:
 - 3.8.1.e-mail: support@dreamapply.com;

3.8.2.Skype: dreamapply

3.8.3.telephone: +3726314625

4. PRIORITIZATION, RESPONSE AND RESOLUTION DEADLINES

4.1. The Provider shall handle the problems according to the priorities and deadlines indicated below:

Priority	Description	First Response	Resolution
High	Major functionality is impacted or significant performance degradation is experienced by multiple users. DreamApply cannot perform its main intended purpose. No reasonable workaround is available.	At the first possibility but no later than within 1 (one) working day	3 (three) days
Medium	DreamApply can still perform its main intended purpose, but requires additional effort on part of the users, some users are affected. A short-term workaround is available, but not scalable.	3 (three) working days	a workaround within 2 (two) working days and resolution within 5 (five) working days;
Trivial	A defect that affects a small proportion of users. DreamApply's ability to perform its main intended purpose is not affected.	1 (one) month	6 (six) months

4.2. The first response and resolution deadlines shall be calculated from the receipt of the notification. If the notification is sent outside the support service hours, the response and resolution deadlines shall be calculated from the time the support service hours are available.

4.3. The Institution is aware that some of the request may require further investigation and/or internal escalation by the Provider's technical specialists. The resolution of such issues may be dependent on the availability of the diagnostics information from the Institution and the Parties shall cooperate to ensure timely resolution of issues and problems.

5. LIMITATIONS

5.1. Should the planned maintenance work or unplanned service disruptions exceed the allowed duration limits, the Parties shall negotiate regarding the compensation. However, if the planned maintenance work or unplanned service disruptions exceed the allowed duration limits by up to 50%, provided it occurs between 00:00 and 07:00 CET, it will not be considered a breach of the Agreement.

5.2. Errors that do not affect the availability of DreamApply's primary functionalities or affect said functionalities in a non-significant way, will not count towards the allowed duration limits and will not be considered a breach of the Agreement.

5.3. The work spent for resolving issues which do not fall under the scope of the SLA may be subject to additional fees. The Provider shall inform the Institution of the possibility that the SLA does not cover the reported issue as soon as possible and may provide a cost estimate for resolving it.

6. OBLIGATIONS OF THE PROVIDER

- 6.1. In the event of a suspected or actual personal data breach; loss of confidential information or successful cyber-attack the Provider shall notify the Institution immediately, but no later than 5 working days after the incident was first discovered. The Provider shall take all measures reasonably necessary to prevent or limit (further) unauthorised examination, change, and provision or otherwise unlawful processing and to stop and prevent any future breach of security measures, breach of the confidentiality obligation or further loss of confidential data.
- 6.2. The Provider is also obliged to notify the Institution in case of breach of the Institution instructions.
- 6.3. The Provider agrees and warrants:
 - 6.3.1. that it has implemented sufficient technical and organisational security measures; and
 - 6.3.2. that it will promptly notify the Institution about any unauthorised access.

7. **MISCELLANNEOUS**

- 7.1. The terms and conditions set forth in the General Terms shall apply to the SLA.
- 7.2. In the event of any discrepancy between the SLA and the General Terms, the Service Level Agreement shall prevail.