

MANITOU API

Service Level Agreement and IT commitments

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Document tracking

Versions history

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1.1	18.11.2019	Remarks from SLA & CM Officer taken into account	API service solution leader / ISIT

Review and approval history

Points of interest	Decision or action	Who	When
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Request for comments

Request			Review		
When	Who	What	When	Who	Status

Introduction

Subject of this document

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between MANITOU and the Customer for the provisioning of IT services required to support and sustain the service.

Validity of this document

This Agreement remains valid until superseded by a revised agreement which will be made available by MANITOU through web publication to the stakeholders, or until the overall contract is terminated.

This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

This Agreement does not supersede the terms and conditions of any document that is part of the overall contract and that has a higher rank.

Purpose

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Customer by MANITOU.

Objectives

The objectives of this Agreement are to :

- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

Contents evolution

Please refer to the service’s General Terms And Conditions for information on the rules stated towards evolution of the content of this Agreement.



Service requirements

Technical requirements

The Customer must use an up-to-date computer and/or information system, an Internet connection and a broadband access to the World Wide Web in order to use the service.

Minimum technical requirements can be obtained from MANITOU.

MANITOU shall not have any obligations towards the Customer in relation to such technical equipment.

Account creation & credentials security requirements

The Customer shall receive its service account credentials from MANITOU, which will grant access to the service.

It is the Customer's responsibility to handle such sensitive information so that misuse is avoided. MANITOU cannot be held responsible for the Customer's handling of user credentials.

Customer support

MANITOU shall be obliged to provide the Customer with technical support within normal working hours, i.e. Monday to Thursday from 8.00 am to 6.00 pm. and Friday from 8.00 am to 5.00 pm. CET, excluding public holidays and exceptional company closing days. Within these hours, MANITOU intends to handle any enquiry related to incidents during 24 hours and MANITOU strives to finalize all these enquiries within 48 hours.

MANITOU shall be obliged to provide the Customer with a Service Desk contact point (online chat or telephone hotline or ticketing platform or support email address) to allow incidents to be signaled and taken into account 24 / 7.

The technical support is provided on the basis of the commitment of the Customer to fulfill the requirements of the service, to comply to the terms of usage of the service as explained by the service's manuals and documentation, and to fulfill its commitments as stated in the Terms And Conditions of the higher-ranking documents that are part of the overall contract agreed upon by the Customer.

The technical support cannot be solicited nor bear any form of responsibility for any disturbance experience by the Customer in direct or indirect relation to a lack of fulfillment of the requirements of the service and/or of a misuse of the service.

Description of the service

Please refer to the General Terms & Conditions and Specific Terms & Conditions of the service Agreement for a description of the service.

Technical standards

From a technical standpoint, the service is designed to be delivered through information system endpoints that are open to requests coming from the Customer through the internet, using standard web protocols for communication and security (HTTP, HTTPS, TLS, etc).

The service is implemented in accordance to current technical standards and recognized implementation best-practices, in order to uphold a high level of IT quality and a high level of compatibility with the Customer's information system, so that the integration of the service in the Customer's information system is fast and reliable.

Terms definitions and exclusion cases

Service availability

The service is considered available if the Customer can establish an uninterrupted technical interaction with the service that does not result in a standard error response signaling service unavailability or that does not result in an absence of a response, all within the duration of the timeout delay attached to this service.

The service availability is the measurement of this state of fact for a defined period of time.

Timeout delay

The timeout delay is the maximum number of milliseconds allowed for the service to handle a request from the Customer and send out a response to the Customer.

Default timeout delay

If no specific timeout delay has been defined for a service, the default value of 60 000 milliseconds will be used.

Exclusion cases

The service is not considered unavailable if one or more of the following statement is verified :

- The Customer's technical infrastructure is not properly configured and/or connected to the internet and for this reason, is incapable of establishing a proper technical interaction with the service
- The Customer's information system sends an excessive amount of similar requests in short periods of time : excessive use of the service by a Customer can be rejected to protect the service integrity
- The Customer's information system sends a malformed or incomplete request that cannot be properly processed by the service : the Customer is responsible for a proper use of the service
- The Customer's Internet Service Provider is not able to provide connectivity to the internet to the Customer
- The Customer's Internet Service Provider is not able to provide connectivity to MANITOU API to the Customer



- The service interruption is part of a planned intervention that has been notified in advance by MANITOU to the Customer, for technical, security or service updating purposes
- An unopposable force prevents MANITOU to provide the service in normal conditions or prevents the Customer to access the service in normal conditions (*force majeure*, judicial and/or governmental connectivity restriction, etc).

Responsiveness

The service is considered satisfyingly responsive if it provides a response to the Customer's request under an agreed threshold value named the responsiveness threshold. The period of time to consider for this measure starts at the instant the request is received and stops at the instant the first byte of information is sent as a response.

The responsiveness threshold is higher than the average observed service response time for most requests : this is because the service response time varies in direct relation to the Customer's request precision and range of requested information. As a result, most requests resulting in small responses will be satisfied quickly, and some requests resulting in large responses will need more time to be satisfied.

Responsiveness threshold

The responsiveness threshold is the defined number of milliseconds allowed for a service to receive a request from the Customer and start sending out a response to the Customer.

Exclusion cases

The service can not be considered not responsive if one of the following statement is verified :

- The Customer sends an excessive amount of large data requests in short periods of time ;
- The Customer's information system loses connectivity with the service for reasons independent of the service technical infrastructure before receiving a response
- The Customer's information system blocks or filter part or all of the response because of improperly set internet security measures
- The Customer expects a series of request/response exchanges, constituting a whole business process, to be executed under the responsiveness threshold : this indicator is unitary and cannot be applied to complex interactions.

Incident

An incident is an event that affects the quality, responsiveness or availability of the service.

Exclusion cases

The following events are not considered incidents :

- Temporary lengthening of the usual response time of the service, still within the responsiveness threshold
- Rejection of use of the service because of an inadequate use
- Rejection of use of the service because of expired credentials or access tokens
- Rejection of use of the service because of insufficient level of subscription : if a service hasn't been subscribed to by the Customer, a rejection when soliciting the service is not an incident
- Rejection of use after the subscription to the service has expired

Incident priority

The priority of incidents is determined by the business impact of the service combined with the emergency to solve the incident.

Business impact

The business impact is the degree of deterioration of the service as a whole, depending on the number of affected users , and on the degree of deterioration experienced by each affected user.

This means that more users affected by an incident result in a higher business impact, and more service deterioration results in a higher business impact.

Emergency

The emergency qualifies the duration of the incident after which the service deterioration produces a deterioration of business results.

This means that a minimal deterioration of the service responsiveness that does not deteriorate the business results of the users will be considered a low emergency, and that an incident resulting in the unavailability of the service for one or more users will be considered a high emergency.

Incident priorities are ranked as follows, from lowest to highest :

- Disruptive
- Significant
- Major
- Critical

Guaranteed time of intervention (GTI)

This indicates the commitment of MANITOU to take action from the moment the incident is signaled by a Customer to the first step taken to manage the incident.

This commitment is dependant on the incident priority, as defined earlier on.

Guaranteed time of service recovery (GTR)

This indicates the commitment of MANITOU to get the level of service back up after an incident, depending on the incident priority defined earlier on.

Recovering the service means either repairing the component that experienced a failure, or setting up a workaround solution to deliver the service to the Customer in an acceptable way, while implementing, testing and delivering a correction.



Measurement rules and units for service level

Service availability

Measurement rule

The service availability measurement consists of adding up the duration of the time slots during which the service has experienced unavailability (according to the definition) and use it to calculate a 2 digits percentage of availability time over the course of the time period considered (a full month duration).

$$ServiceAvailability = \frac{(MonthDuration - \sum_{1st\ day\ of\ month}^{last\ day\ of\ month} unavailability\ periods\ duration) * 100}{MonthDuration}$$

For example, if the service has experienced a cumulated time of 10 minutes of unavailability during a 30 day month, the ServiceAvailability is :

$$\frac{(30 * 24 * 3600) - (10 * 60) * 100}{30 * 24 * 3600} = \frac{(2\ 592\ 000 - 600) * 100}{2\ 592\ 000} = \frac{259\ 140\ 000}{2\ 592\ 000} = 99.98 \%$$

Unit of measure

The service availability is expressed in % over the duration of 1 calendar month.

Service responsiveness

Measurement rule

The service responsiveness measurement consists of incremental counters that add up separately the total number of requests received by the service, and the total number of those requests which response was sent over the responsiveness threshold limit.

The number of over-threshold responses is subtracted from the total number of requests, and a percentage is calculated that show up the service responsiveness.

$$ServiceResponsiveness = \frac{(\sum_{1st\ day\ of\ month}^{last\ day\ of\ month} requests\ received - \sum_{1st\ day\ of\ month}^{last\ day\ of\ month} response\ over\ threshold) * 100}{\sum_{1st\ day\ of\ month}^{last\ day\ of\ month} requests\ received}$$

For example, if the service has received 1 000 000 requests and has delivered 2000 responses over the threshold, the ServiceResponsiveness is :

$$\frac{(1\,000\,000 - 2\,000) * 100}{1\,000\,000} = \frac{99\,800\,000}{1\,000\,000} = 99.8 \%$$

Unit of measure

The service responsiveness is expressed in % over the duration of 1 calendar month.

Service level commitments chart

The following chart details the commitments of MANITOU for the API service :

Commitment	Level	SLA values
Availability	very high availability	Max duration of unavailability : 2h Max unavailability within 1 month : 8h Monthly availability rate : 98.89 %
Responsiveness	very high responsiveness	Responsiveness threshold : 10 000 ms Monthly responsiveness rate : 97.5 %
GTI	For a critical incident	Time of intervention : 15 min Intervention hours : 24 / 7
	For a major incident	Time of intervention : 15 min Intervention hours : 24 / 7
GTR	For a critical incident :	Service recovery time : 1 h Correction delay : 24 h Intervention hours : 24 / 7
	For a major incident :	Service recovery time : 1 h Correction delay : 24 h Intervention hours : Customer support hour

Duties and responsibilities

For MANITOU as the service provider

As the provider of the service, in addition or as a complement to the commitments described in the service General Terms And Conditions :

- MANITOU strives for maintaining the service at the best possible level of availability and responsiveness.
- MANITOU commits to operating the service on up-to-date information system components and to perform all maintenance, upgrade and patching operations of the components of the service every time it is necessary to enforce the security and efficiency of the service.
- MANITOU commits to warning the Customer of any major planned maintenance needed on the service at least 7 working days ahead of intervention.
- MANITOU commits to keeping the Customer informed regularly and thoroughly on the treatment and resolution of his incidents.
- MANITOU commits to warning the Customer of any security breach susceptible to compromising the integrity and/or confidentiality of the Customer's data and/or service access, and to keeping the Customer informed of the measures taken to solve the issue and restore the service security level.
- MANITOU commits to upholding a constructive relationship with the Customer to anticipate service evolutions and address future needs or evolution of present needs through enhancements to the service.

For the Customer as the service user

As the user of the service, in addition or as a complement to the commitments described in the service General Terms And Conditions :

- the Customer commits to respecting the technical and security requirements of the service.



- The Customer commits to signaling any incident as soon as it is observed, to help the service provider maintain the best possible continuity of service.
- The Customer commits to acknowledging any recommendation of modification of usage of the service expressed by the service provider, in order to get the best possible service while reducing practices that may have a negative effect on its availability and/or responsiveness.
- The Customer commits to upholding the security of its service account credentials and to take any necessary measure to enforce the confidentiality of these credentials.
- The Customer commits to warning the service provider of any security breach susceptible to compromising the integrity and/or security of the Customer's data and/or service access, and to comply with all the directives formulated by the service provider to solve the issue and restore the service security level.
- The Customer commits to upholding a constructive relationship with the service provider to anticipate service evolutions and address future needs or evolution of present needs through enhancements to the service.

Remedies in case of breach

On the Customer's part

Please refer to the service's General Terms And Conditions for information on remedies and/or indemnification in case of a breach of the Customer's commitments for this Agreement.

On MANITOU's part

Please refer to the service's General Terms And Conditions for information on remedies and/or indemnification in case of a breach of MANITOU's commitments for this Agreement.

As a complement to these terms, MANITOU reserves the right to offer service credit as a remediation for any breach of this Agreement on its part.