

Service Level Agreement (SLA)

Last Updated: 10th September 2019

This SLA only applies to Partners that have entered into a Master Services Agreement (“MSA”) with Travel Curious Ltd. (“TCL”). TCL reserves the right to modify this SLA and to add new or additional terms or conditions on the use of the TCL Services on 60 days’ notice in writing to the Partner and Partner will acknowledge in writing receipt of such notice.

1. TCL Support overview

TCL Support is a person-to-person, fast-response support channel staffed with experienced support engineers. The service helps Partners to successfully set up, deploy and use TCL’s widgets and APIs. The service also helps Partners with issues such as implementation best-practice, assistance with TCL web properties, and licensing issues.

This document describes the service levels (“**Service Levels**”) and the support and software updates which TCL will provide to a Partner and that are key to ensuring the on-going operations of TCL’s Services.

The SLA covers the following products:

- TC Affiliate – our embeddable widgets, hosted on the TCL infrastructure and white-label website.
- TC Connect – our service APIs, powering Partner’s customisable implementations.

2. Service Requests

All Partners with a valid and active MSA can contact TCL Support to:

- Submit service requests (“**Service Requests**”)
- Obtain information on existing Service Requests.

3. Access Methods

TCL Support is made available through:

- A support knowledge base, with solutions to the most common questions and issues;
- An online support area, where Partners can create and check the status of Service Requests;
- Email at TCL Support which is support@travelcurious.net
- Phone number to contact TCL Support: UK [+44 20 30092392](tel:+442030092392) USA [+1 212 710 1322](tel:+12127101322)

4. Technical contacts

Any contacts (with preference given to digital product or technical contact) named by the Partner can submit Service Requests and interact with TCL Support. Contacts must be knowledgeable of the TCL environment and provide specifics related to the Partner implementation.

The Partner can add unlimited contacts to their company account.

We strongly recommend setting contacts immediately after signing the MSA. It is advisable to avoid any delay if you come across a sensitive situation.

5. Submitting a Service Request

To submit a Service Request please go to: <https://support.travelcurious.net>

6. Support Severity Levels

TCL Support response times are based on the severity level that is assigned for each Service Request. See Appendix A below for Severity Levels.

7. Language

TCL Support team members can only support communications in English. Support in other languages is currently not provided.

8. Solving Service Requests

Once TCL responds to your Service Request, a support agent will work with you to identify, troubleshoot and resolve the problem. The resolution provided by TCL may include one or more of the following:

- A fix of the TCL software (the “Software”) or integration (“Software Fix”);
- A mutually agreed upon workaround;
- Another remedy, such as a reconfiguration of the Software or integration.

We consider Service Requests resolved if:

- Partner’s reported problem is confirmed as fixed by Partner via email;
- Partner’s problem is identified and 5 business days have passed since a resolution has been provided and Partner has confirmed via email that the issue has been resolved;
- The source of the problem lies with third-party software or hardware components. In this case, TCL will provide support as Partner works with the third party on resolution;
- Partner chooses not to pursue troubleshooting of a problem and confirms this via email;
- It is not possible to obtain the elements needed for troubleshooting using reasonable effort. Both Partner and TCL Support mutually agree that this issue can be closed.

For recurring problems, Partners may open a new Service Request that refers to the previous one.

As a rule, TCL provides support and updates from its offices. Exceptionally, support can also be provided at Partner's offices, or any other location Partner designates, if:

- Partner previously so requests in writing via email, and TCL accept it as part of the MSA; and
- Partner pays the applicable additional price, as provided on an ad hoc basis by TCL.

TCL Support times are as follows:

- For cases of Urgent and High severity – support is provided 24X7 via phone, chat and email.
- For cases of Normal and Low severity – support is provided during Business Days between 08:00am and 21:00pm GMT via email.

When resolving a service request, the priority for TCL Support is removing the impact that a problem is having on Partner activities. For that reason, TCL Support works with Partners in order to resolve a problem prioritizing workarounds or remedies such as reconfiguration of the Software. Fixes to the Software outside of a Monday-Friday period will only happen in case of an Urgent or High severity, if no workaround or remedy such as reconfiguration of the Software is available.

9. Escalating Service Requests

Partner should escalate service requests if the following occurs:

- Partner's service request has become more severe or should have a higher severity level;
- TCL is not resolving your service request appropriately.

Before Partner requests escalation, Partner must submit a Service Request ticket. The information in the service request should provide the following information:

- The severity of the impact of the issue to your business.

Escalation will go from support agent to:

- CTO, Mr. Nadav Zin
- Designated account manager specified on the MSA

10. Licensing and Commercial Inquiries

Support staff are not able to assist with licensing questions or commercial inquiries. For general questions about TCL Services, licensing or commercial related questions Partner must contact designated relationship or account manager directly or TCL's partnership team at partner@travelcurious.net

11. Integration Services Requiring Direct assistance from TCL Support (TC Connect only)

Partners using TCL Connect platform have access to content and booking services via API. While most of the services can be activated via self-service, some of these services require direct assistance from TCL Support for their delivery (usually in a coordinated effort with customer teams).

12. Software Updates

Software updates are available to Partners with a valid and active MSA. TCL provides two types of Software updates:

- Patches are maintenance updates that include bug fixes and, occasionally, minor new features; and
- Major versions that introduce significant improvements and changes.

TCL will notify Partner via email at least 4 weeks in advance of a major version release which could impact Partner's use or integration of the Software and provide Partner with a technical note outlining update strategies.

13. Availability

For both TC Connect and TC Affiliate Partners with a valid MSA, TCL shall use commercially reasonable efforts to ensure an uptime of 99.9% during the Duration of the agreement term, excluding the periods:

- in which any of the parties are performing scheduled maintenance;
- that result from a termination as described in of the agreement;
- that result from suspension due to overdue payments;
- caused by factors outside of TCL's reasonable control, including any Force Majeure event or Internet access or related problems;
- that result from any actions or inactions of Partner or any third party on behalf of Partner;
- that result from Partner's equipment, software or other technology and/or third-party equipment, software or other technology, contracted by Partner;
- caused by Partner's use of the Software in a manner inconsistent with the documentation or TCL's guidance;
- caused by Partner's use of the Software after TCL advised customer to modify its use of the Software;
- attributable to acts by persons gaining unauthorized access to or use of the Software due to Partner's failure to maintain and control security and access to the Software;
- attributable to the acts or omissions of Partner or its employees, agents, contractors, or vendors, or anyone gaining access to the Software and/or the Support and updates services by means of Partner's credentials or equipment;

- that result from the deployment or execution of TC Connect applications which, due to excessively complex or erroneous programming of said applications, will not consistently answer user requests successfully, with a predictable term, without errors or any sort, and without behaviours susceptible of consuming excessive resources from the underlying hardware or software, or causing contention in access to said resources.

14. Scheduled Maintenance

From time to time, TCL reserves the right to perform maintenance updates. These update services to ensure you benefit from new capabilities and defect fixes.

In the event of scheduled maintenance:

- TCL will use commercially reasonable efforts to notify Partners with at least 15 business days in advance.
- TCL will notify all contacts designated by the Partner via email.

15. Scope of TCL Support

TCL's support service levels cover development and production issues of the TCL software, including:

- answering how-to questions and suggesting implementation best-practices for integrating TCL Software in your application;
- troubleshooting unexpected behaviours of the service interfaces provided by TCL;

TCL Support does not include:

- developing code for Partner;
- debugging Partner's applications;
- analyzing and troubleshooting the performance of Partner's applications or infrastructure;
- performing system administration tasks (except for systems hosted on TCL's platform).

Additionally, TCL shall have no obligation to support problems caused by Partner's negligence, abuse or misapplication, or use of the APIs other than as specified in the documentation, in the licensing information or other causes beyond the control of TCL.

16. Discontinuation of older Software versions

TCL provides regular support and updates for each Software version:

- For a minimum of 12 months;
- As long as a valid subscription exists; and
- Until TCL discontinues such Software version.

When a particular Software version is discontinued, TCL is no longer able to release updates to such version.

Partners with a valid subscription are entitled to submit support requests for a discontinued Software version::

- TCL will respond according to the usual support level and severity level;
- TCL's problem resolutions will only include advice or workarounds;
- TCL's problem resolutions will not include a fix to any currently discontinued version;
- if a fix is required for proper resolution, TCL can only provide such update for currently supported Software versions;
- TCL's commitment to pursue a 99.9% availability is not applicable.

17. Additional online resources

The TCL website provides a complete set of documentation, tools and other additional technical resources that help Partners in everyday activity and support, from self-training and solution design to systems support. Important events generate notification alerts to subscribers.

Appendix A – Severity Levels

Response Times - First Response

Severity Level	Description	Standard 8 hours x 5 business days	Premium 8 hours x 5 business days	Premium 24 hours x 7 days
Urgent	<p>Only available for Partner’s production environments.</p> <p>Represents a complete or significant loss of service or a major feature that is unavailable or severely impacted, and no workaround exists.</p> <p>Does not include development issues or problems in staging environments.</p>	4 business hours	2 business hours	2 hours
High	<p>Available for all environments.</p> <p>Represents a partial loss of service with severe impact to the business and no workaround exists.</p>	8 business hours	4 business hours	4 hours
Normal	<p>Minor loss of service. The result is an inconvenience, which may require a temporary workaround.</p>	2 business days	2 business days	2 business days
Low	<p>No loss of service. The result does not prevent operation of the software.</p>	5 business days	5 business days	5 business days

What does a "First Response" mean?

First response means that TCL support team has analysed the problem that the Partner has reported, has performed initial analysis of Partner’s problem and will contact Partner with an indication of a remediation action for Partner’s problem, a request for additional information to better understand Partner’s problem or another relevant technical update to the case.

How does time count for Normal or Low tickets if Partner’s subscription includes the 24x7 option?

When Partner submits a Normal or Low ticket outside business hours, the response time starts to count at the start of the next business day.

- How does time count if Partner's subscription does not include the 24x7 option?

Response times count within the business hours of Partner's region. For example:

- if Partner submits an Urgent case and have Premium Support (2 business hours for first response)
- at the end of the business day (e.g. 18h30) for UK (with business hours being 8AM - 7PM)
- then the 2 business hour time period would finish at 9h30AM of the following business day.

Response Times - subsequent responses

After the first response our customers can expect:

- continuous work 24x7 and status updates according to the first response time
- for Urgent and High tickets, customers with 24x7 option;
- continuous work during customer's business hours and status updates
- for Urgent and High tickets, customers without 24x7 option;
- status update every 2 weeks for Normal tickets;
- status update every 4 weeks for Low tickets.

This Policy has been approved and authorised by:

Name: Nadav Zin

Position: CTO

Signature:

Version history

Version	Change Date	Approval date	Changes and description
V2	10 Sep 2019	10 Sep 2019	Initial Policy