



Service Level Agreement
Between
Jolly Technologies Inc.
And
[Customer Name]
For
Desktop Product Maintenance Plans

Submitted to: [Customer Name]
[Customer Contact]
[Customer Address]
[Customer Email]

Submitted by: Jolly Technologies Inc.
1510 Fashion Island Blvd
Suite 102
San Mateo, CA 94404

Email: support@jollytech.com

Service Level Agreement Approvals

By signing below, all Approvers, each as duly authorized Agents and on behalf of their respective Company, agree to all terms and conditions set forth in this Agreement.

Company Name	Role	Approver Name	Approver Title	Approver Signature	Date of Approver Signature
Jolly Technologies Inc.	Service Provider				
[Customer Name]	Customer				



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1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between Jolly Technologies Inc. (“Service Provider”) and [Customer Name] (“Customer”), together referred to as “Stakeholders”, for the provisioning of IT services required to support and to sustain Jolly software products.

The Effective Date of this Agreement is _____, and this Agreement shall remain in effect from _____ to _____ (“Term”).

This Agreement remains valid until superseded by an Amendment to this Agreement which has been executed by the Stakeholders.

This Agreement outlines the parameters of all covered services which are understood and agreed upon by the Stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Purpose of Agreement

This Agreement sets forth the terms and conditions for the application support services which Service Provider shall provide to Customer.

The purpose of the Agreement is to ensure that the proper elements and mutual commitments are in place for Service Provider to provide specific support services, at specifically-designated levels of support, and at an agreed-upon cost and delivery time to Customer. The Agreement provides:

- Clarity of service parameters, roles, responsibilities, and limitations.
- A clear, concise and measurable description of the specific service level provided to Customer.
- Alignment of Customer’s perceptions of the expected service provision and Service Provider’s actual service support and delivery provisions.

3. Stakeholders

The following Service Provider and Customer are the sole basis for this Agreement and represent the Stakeholders associated with this SLA:

IT Service Provider(s): Jolly Technologies Inc. (“Service Provider”)
IT Service Customer(s): [Customer Name] (“Customer”)



4. Changes to Service Level Agreement

4.1 Periodic Review

This Agreement is valid from the Effective Date outlined herein and is valid through the Term of this Agreement. This Agreement shall be reviewed at a minimum once per fiscal year; however, should such a review not occur during any period specified, the current Agreement will remain in effect for the duration of the Term or until cancelled in writing.

Service Provider is responsible for facilitating regular reviews of this document and Customer is expected to cooperate and participate in regular reviews. Contents of this document may be amended as required, provided mutual written agreement is obtained from the primary stakeholders and communicated to all affected parties. Service Provider will incorporate all subsequent revisions and obtain mutual agreements/approvals as required.

Review Period: Annually (12 months)
Next Review Date: []
Previous Review Date: []

4.2 Amendment to Agreement

Changes to the Terms and Conditions of this Agreement shall require the mutual approval of Service Provider and Customer. Conditions which may prompt considering a change to this Agreement include changing business or service needs, significant variations from agreed-upon service standards, unanticipated events outside the control of Service Provider or Customer, new services provided or modification of service levels, or the need to adjust roles and responsibilities.

An authorized Customer or Service Provider representative may submit proposed changes to the other Stakeholder by delivering in writing or via email communication. A response to the proposed change will be given within ten (10) business days or a Stakeholders meeting will be held within fourteen (14) days on a mutually-scheduled day and time to discuss the proposed change(s). Any changes subsequently agreed to by Stakeholders shall take effect only by execution of an Addendum to this Agreement and the recording of that Addendum within Appendix A of this Agreement, if applicable.

4.3 Renewal of Agreement

This Agreement may be renegotiated by Service Provider and Customer at the end of the Term of this contract at the discretion of either or both Stakeholders.



5. Service Agreement

The following detailed service parameters are the responsibility of Service Provider for the duration of this Agreement.

5.1 Service Scope

All products purchased by a customer must be on the same maintenance plan.

- ✓ Receive Telephone and Email Support with free remote assistance using online meeting software such as GoToMeeting, where applicable.
- ✓ Receive support for service requests up to **Advanced Level** (see Section 6.2).
- ✓ Service requests receive the highest level of priority and will be responded to **within one (1) business day**.
- ✓ User can request a new installation of the software license in case of existing system failure. Requests will be reviewed by Service Provider and granted only if qualified.⁽ⁱⁱⁱ⁾
- ✓ Receive all major and minor upgrades for the duration of the plan.

- i. Desktop Product Maintenance Plan prices are subject to change without notice.
- ii. New installation of software license without successful deactivation of existing installed license is not available for customers without a valid Maintenance Plan. Under normal circumstances, a software license must be transferred to a different workstation using the software's Deactivation Wizard found in software's Help menu.

Requests for new installation of software license without successful deactivation of existing installed license will only be granted in special cases of documented system failure. Customer will be asked to fill out a 'Request for new installation due to system failure form' and submit a signed copy of this form with proper documentation. Customer must provide sufficient documentation of a system failure or the new installation request will be denied at the Jolly customer service representatives' discretion.

- iii. Desktop Product Maintenance Plans are only available for eligible products. No support, including e-mail support, is available for discontinued or end-of-life products.

Eligible Products: All Jolly Products version 8.0 or higher

Discontinued Products: All Jolly products released prior to version 6.0 including Print Studio 1.x, 2.x and Jolly products version 3.x, 4.x., 5.x



5.2 Service Availability

Telephone support:

- Customer support number: 1-650-594-5955
- Telephone support business hours: 9am – 9pm US Eastern Time, Monday – Friday (“Office Hours”) except on Service Provider holidays.
- Customer support calls received from the Customer during Office Hours will be attended to by the first available Service Provider Representative.
- Customer support calls received from the Customer outside of Office Hours will be considered received on the business day in which Office Hours are next resumed. Such calls will be forwarded to an automatic voice system and best efforts will be made to respond to the call within the time period specified in the applicable Service Scope.

Email support:

- Customer support email address: support@jollytech.com.
- Email support business hours: 9am – 9pm US Eastern Time, Monday – Friday (“Office Hours”) except on Service Provider holidays.
- Customer support emails received from the Customer during Office Hours will be attended to by the first available Service Provider representative.
- Customer support email received from Customer outside of Office Hours will be considered received and collected on the business day in which Office Hours are next resumed. Best efforts will be made to respond to the email within the time period specified in the applicable Service Scope.

5.3 Services beyond the Service Scope

Services not covered under the Service Scope of a particular Level of Service may be provided on a fee-per-use basis. Service Credits must be purchased before services are provided. Service Credits can be purchased on the Jolly Technologies website at www.jollytech.com or by calling 1-650-594-5955. The price of services will be determined and quoted by a Service Provider representative after discussion with Customer.

5.4 Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Ensure reasonable availability of Customer representative(s) to communicate with Service Provider while resolving a service related request during Office Hours.
- Provide full payment for all Service support costs within the agreed interval.

5.5 Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meet Level of Service response times associated with service related requests.
- Provide appropriate notification to Customer for all scheduled maintenance requirements.



5.6 Service Assumptions

Assumptions related to Service Scope and/or components include:

- Changes to services and service provisions will be communicated and documented to all Stakeholders in a timely manner.

5.7 Resolution Time

- Resolution Time will depend on severity rating of service request.
- Severity Ratings are detailed in section 6.3

6. Definitions

6.1 Support Request

For the purposes of this Agreement, a Support Request is generally defined as a request for support regarding an existing feature of the software, to fix a defect in existing application code, or to request support that involves Customer-specific modifications to application code.

6.2 Levels of Support

There are four levels of support, based on the level of Service Provider expertise which is required to complete the support process and defined as follows:

Level of Support	Support Scope
Basic	A Service Provider help desk operator responds to a Support Request by answering general questions received directly from Customer related to certain functions of the software. If this Basic level of support cannot immediately resolve the problem, the Support Request is escalated to Advanced Level, which requires involvement of technical support specialists (for which an extra cost may apply).
Advanced	Advanced support is provided by a Service Provider technical support specialist who will assess and resolve operational software issues. This level of support does not perform code modifications. If resolution requires code modification, the Support Request is escalated to Expert Level (for which an extra cost may apply).
Expert	Expert support is provided by a Service Provider application support specialist. This level of support will perform code modifications, if required, to resolve a problem found in the Software that prevents the Software from operating as intended by Jolly Technologies. This level of support explicitly does not perform customization of the Software code, its functionality, or its presentation to suit specific needs of Customer, nor to ensure the integration of the Software with Customer's existing database, network or any third party products.
Customization	A Service Provider application support specialist with the help of software engineers (for which an extra cost may apply) is provided for Customization Support. This level of support does perform Software customization requested by Customer which may involve a change in the Software code, its functionality



	and/or its presentation, and does assist with the integration of the Software with Customer's existing database, network or third party products. Other areas of customization support may or may not be available. Availability of specific services will be determined by Service Provider and its representatives
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6.3 Severity Rating

Severity Ratings, which shall be determined after Service Provider responds to Customer and has a thorough understanding of the nature and effect of the application issue or failure, shall govern the maximum time acceptable to solve the issue or failure.

The following characteristics are used to identify the severity of a problem report, which is generated by a Service Request:

- Business and financial exposure
- Work outage
- Number of clients affected
- Availability of workarounds
- Acceptable resolution time

It is understood that there may not be an exact match of each characteristic when assigning a particular Severity Rating to a problem report. The problem presented shall be evaluated against each of the characteristics to make an overall assessment of which severity level best describes the problem. Upon consultation with Customer, the Basic Level Service Provider shall determine the initial Severity Rating based on the problem report. An Advanced Level and/or Expert Level Service Provider may modify the Severity Rating after the report is escalated to them and is further assessed.

NOTE: The characteristics below do not determine the priority of Service Requests. Priority levels for Service Requests, which govern the maximum time acceptable for Service Provider to respond to Customer after the initial Service Request is received, are determined by the purchased Level of Support as set forth in Section 5.1.



Characteristics	Severity Rating			
	High	Medium	Low	Negligible
Business and Financial Exposure	The application failure creates a serious business and financial exposure.	The application failure creates a moderate business and financial exposure.	The application failure creates a minimal business and financial exposure.	The application feature or failure has insignificant business and financial impact.
Work Outage	The application failure causes Customer to be unable to work or perform some significant portion of its work.	The application failure causes Customer to be unable to perform some portion of its work, but Customer is still able to complete most other tasks or answer questions and requests for information.	The application failure causes Customer to be unable to perform a small portion of its work, but still able to complete most other tasks.	The application failure causes Customer to be unable to perform some work in an optimal way.
Number of Workstations Affected	The application failure affects a <i>large</i> number of workstations.	The application failure affects a <i>small</i> number of workstations.	The application failure affects one or two workstations.	The application failure affects one or two workstations.
Workaround	There is no acceptable workaround to the problem (i.e., the work immediately required cannot be performed in any other way).	An acceptable workaround to the problem may be possible within a short period of time.	There is an acceptable and immediate workaround to the problem (i.e., the work can be performed in some other way).	There is an acceptable and immediate workaround to the problem (i.e., the work can be performed in some other way).
Resolution Time	The maximum acceptable resolution time is 24 continuous hours after initial response time.	The maximum acceptable resolution time is 5 business days.	The maximum acceptable resolution time is 15 business days.	The failure may or may not be resolved in a future release.

7. Roles and Responsibilities

7.1 Customer

Customer has the following general responsibilities under this Agreement:

- Customer will conduct business in a courteous and professional manner with Service Provider.



- Customer users, clients, and/or suppliers using Service Provider applications will use the appropriate help desk to request support.
- Customer will provide all information required and disclose all other pertinent information when submitting a Support Request.
- Once a Support Request has been submitted, Customer will make a qualified representative available to work during Office Hours with Service Provider support resource(s) assigned to complete the Support Request.

7.2 Service Provider

Service Provider has the following general responsibilities under this Agreement:

- Service Provider will conduct business in a courteous and professional manner with Customer.
- Service Provider will log all information obtained from Customer that is required to establish a Service Request, including contact information, problem description, and documentation of Customer's hardware/network environment (as applicable).
- Service Provider will attempt to resolve problems presented over the phone on the first call when received from the Customer.
- Service Provider will escalate a Support Request to the next level of Service Provider support upon approach of established resolution targets.
- Service Provider will notify Customer upon completion of a Service Request and shall allow another seven (7) days during which Customer may submit questions or concerns related to the Service Request before the Service Request is deemed fulfilled and closed.

8. Exclusions

This Agreement and any applicable Service Levels do not apply to any Jolly Technologies software performance or service issues:

- Due to factors outside Service Provider's reasonable control;
- That resulted from use of Customer's or third party hardware or software;
- That resulted from actions or inactions of Customer or third parties;
- Caused by Customer's use of the software after Service Provider advised Customer to modify its use of the Jolly Technologies software, if Customer did not modify its use as advised;
- Attributable to the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to Jolly Technologies software by means of Customer's passwords or equipment.

9. Indemnity

Customer shall indemnify, defend and hold Service Provider, its affiliates and each of their respective members, directors, officers, shareholders, employees, representatives, agents, attorneys, successors and assigns (Customer, its affiliates and such respective parties and entities are collectively referred to as "Customer Indemnified Parties") harmless from and against any and all damages, liabilities, obligations, judgments, costs and expenses (including reasonable attorneys' fees and court costs), fines, penalties and settlement payments arising out of any claims, suits, causes of action or demands resulting from or relating to: (i) personal injury, including death, and tangible property damage caused by the negligent acts of Customer or its employees, agents and/or subcontractors; (ii) Customer's breach of any representation,

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warranty or covenant set forth in this Agreement; (iii) any unauthorized use of the Software by Authorized Users; (iv) Customer's collection, use and/or misuse of PII (Personally Identifying Information) and/or other types of Record data; (v) Customer's non-compliance with any State or Federal law or statute including, but not limited to Protection of Record data and/or Log data; and (vi) Customer's negligence in performing data backup(s), training end users, and other reasonable security practices and procedures for its computer(s) and network system(s).