



# **Nexus TSP**

# **Service Level Agreement**

External – Limited

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## 1 Preface

Technology Nexus Secure Business Solutions AB ('Nexus') delivers Nexus GO PKI-based solutions on a Software as a Service ('SaaS') basis.

The purpose of this document is to clarify the Service Levels for the SaaS Service. The document describes the interaction between the Customer and Nexus as well as processes, service levels and other information related to the service to ensure a well-functioning working method between Nexus and the Customer.

## 2 Definitions

Unless as defined below, the capitalized terms herein shall have the meanings set out in the Agreement.

**"Agreement"** shall have the meaning ascribed to it in the General Terms and Conditions.

**"Actual Availability"** shall mean the actual Availability of the SaaS Service as calculated in accordance with the formula in Section 4.2 below.

**"Agreed Availability"** shall mean the agreed Availability of the SaaS Service as defined in Appendix 2 hereto.

**"User"** shall have the meaning ascribed to it in the General Terms and Conditions.

**"Availability"** shall mean that the SaaS Service is available at the Connection Point(s) and can be properly used by the End Users.

**"Business Days"** shall mean any working day (Monday to Friday) except public Holidays in Sweden, unless explicitly agreed in Appendix 1.

**"Business Hours"** shall mean the business hours specified in Appendix 1 hereto.

**"Confirmation Time"** shall mean the time from a Trouble Report or a Support request until Nexus confirms receipt thereof.

**"Connection Point(s)"** shall have the meaning ascribed to it in Appendix 1 hereto.

**"Downtime"** refers to the number of minutes during the Measure Period when the SaaS Service is not available at the Connection Point(s) caused by Nexus or party within the control of Nexus.

**"Final Resolution"** shall mean the final resolution of an Incident i.e. not a workaround or a temporary solution.

**"General Terms and Conditions"** shall mean the General Terms and Conditions for Purchase of SaaS Services.

**"Incident"** shall mean any defect, disruption, interruption or any other malfunction of the SaaS Service (excluding any error or defect of hardware ordered through the SaaS Service) including but not limited



to any non-compliances with the specification of the SaaS Services (including the Results) caused by Nexus or party within the control of Nexus.

**"Measure Period"** shall mean the period during which the Availability is being measured as specified in Appendix 2 hereto.

**"Measure Time"** shall mean the period each day during which the Availability is being measured as further detailed in Appendix 2 hereto.

**"Nexus Service Desk"** shall mean Nexus's service desk which can be reached via Nexus's Support Portal, by e-mail and by telephone at the contact details specified in Appendix 1 hereto.

**"Nexus Support Portal"** shall mean Nexus's web-based support portal which is available at the web address specified in Appendix 1 hereto.

**"Resolution Time"** shall mean the time from a Trouble Report until the Incident is corrected through a Temporary Resolution or a Final Resolution as further specified in Appendix 2 hereto.

**"SaaS Service"** shall have the meaning ascribed to it in the General Terms and Conditions.

**"Service Levels"** shall mean the service levels for the SaaS Service, the Incident resolution services and support services as specified in Appendix 2 hereto.

**"Service Credits"** shall mean the service credits specified in Appendix 3 hereto.

**"Service Credit Base Amount (SCBA)"** shall mean the average monthly fees for the forgoing 3 months, or if 3 months has not passed, it shall be based on the upcoming 3 months fees of the SaaS Services.

**"Service Request"** shall mean a request for support services not related to incidents or the normal daily operation of the SaaS Service.

**"Service Window"** shall mean: (i) Nexus's planned maintenance windows for the SaaS Service which shall occur at least eleven (11) times per calendar year at the times specified in Appendix 1; and (ii) any other service windows made upon Customer's prior written request. Nexus is entitled to perform emergency service windows when deemed necessary. It can be, but not exclusively, important security updates and/or serious vulnerabilities detected that may affect the security and compliance of the SaaS Service. The Customer will always be informed in advance when an emergency window is necessary.

**"Severity Level"** shall mean the classification of severity levels of Incidents as specified in Section 4 below.

**"Support Request"** shall mean Customer's and/or the Authorized Users support requests to Nexus Service Desk relating to inter alia the use, operation, installation and configuration of the SaaS Service.

**"Temporary Resolution"** shall mean a work-around and/or a temporary circumvention of an Incident which will ensure that the identified Incident does not reoccur until a Final Resolution has been implemented.

**"Trouble Report"** shall mean a report of an Incident made by an Authorized Users to Nexus Service Desk.





### 3 General

3.1 Communication with Nexus Service Desk is possible through Nexus's Support Portal, by e-mail or by telephone. Only Customers with Enterprise 24/7/365 support can contact Nexus Service Desk by telephone, contact details are specified in Appendix 1 hereto.

3.2 Only Customers Authorized Users can submit Trouble Reports or Support Requests to Nexus Service Desk.

3.3 User Authorization must be given one-time by the CEO, the CIO or other authorized management-level officer of the Customer in authenticated form. Authorized users will receive a personal account in the Nexus Support Portal.

3.4 Nexus Support Portal will generate a unique case identification number each time a new case is filed. The case identification number shall be used in all subsequent communication between the Parties related to the specific case.

3.5 It is mandatory to submit a Trouble Report or Support Request by e-mail or by creating a corresponding case in the support portal even if a telephone call has been made to Nexus Service Desk.

3.6 E-mails containing sensitive information must be encrypted.

### 4 Availability

4.1 The provision of the SaaS Service shall, for each Measure Period, meet or exceed the Agreed Availability for the SaaS Service as specified in Appendix 2 hereto.

4.2 The Actual Availability of the SaaS Service shall be calculated in accordance with the following formula:

$$A \text{ in } \% = \frac{MP - SW - DT}{MP - SW} \times 100$$

A = Availability

MP = Measure Period (in minutes)

SW = Service Windows (in minutes during the MP)

DT = Downtime (in minutes during the MP)



4.3 Downtime is calculated from the earlier of: (i) when an interruption or disruption of the SaaS Service has been registered by Nexus's monitoring system for the SaaS Service; or (ii) a Trouble Report has been issued by Customer to the Support Portal and/or Service Desk. Downtime will end when the Incident in the SaaS Service has been finally resolved, to the reasonable satisfaction of the Customer.

4.4 The Availability of the SaaS Service shall be monitored and measured by Nexus and Nexus shall report the Actual Availability to Customer within fifteen (15) days from the end of each Measure Period.

## 5 Incidents

5.1 In case of an Incident in the SaaS Services, Customer or an Authorized User shall issue a Trouble Report to Nexus Service Desk which, as a minimum, shall include the following information:

- (i) identity and e-mail address of the submitter of the Trouble Report;
- (ii) Subject: short description of Incident and eventual impact on the performance of the SaaS Services.
- (iii) The Severity Level if an incident or priority of the support case
- (iv) if possible, a brief description on how the Incident can be reproduced.
- (v) Environment: e.g., test, QA, pre-prod, production.
- (vi) Trace ID/Logs/Error message if available
- (vii) Time: Time of the Incident
- (viii) Description: full description of the Incident

5.2 Incident support should be requested by calling Nexus Service Desk and sending an e-mail or creating a support request in Nexus Support Portal according to the below table



### 5.3 Incident reporting

The table below describes incident reporting actions and follow-up actions. Contact details are provided in Appendix 1.

Incident level	Action
Minor Incident	Report a Trouble Report by e-mail to Nexus Service Desk or creating a Trouble Report in Nexus Support Portal.
Serious Incident	Contact Managed Services by calling* Nexus Support Desk and Report a Trouble Report by e-mail to Nexus Service Desk or creating a Trouble Report in Nexus Support Portal.
Critical Incident	Contact Managed Services by calling* Nexus Support Desk and Report a Trouble Report by e-mail to Nexus Service Desk or creating a Trouble Report in Nexus Support Portal.

\*Telephone support is only available for customers with Enterprise 24/7/365 support.

## 6 Severity Levels

6.1 An Incident shall be classified in accordance with the below Severity Level classifications. Re-classification of a Severity Level can be done through written agreement between the Parties.

Severity levels	Classification	Description
1	<b>Critical Incident</b>	A Critical Incident in the SaaS Service occurs when the SaaS Service, or any core functions therein, cannot be used or is seriously affected.
2	<b>Serious Incident</b>	A Serious Incident in the SaaS Service occurs when certain functions in the SaaS Service, or part thereof, is affected, disabled or otherwise not fully in compliance with the agreed specifications, but all the core functions of the SaaS Service can be used.
3	<b>Minor Incidents</b>	Minor Incidents in the SaaS Services are Incidents which has no significant effect on the functionality or usability of the SaaS Service.





## 7 Correction of Incidents

7.1 Nexus undertakes to perform the following actions in relation to each Trouble Report:

- (i) confirm receipt of the Trouble Report within the Confirmation Times specified in Appendix 2 hereto.
- (ii) initiate trouble-shooting activities and perform the actions specified in Appendix 2 hereto; and
- (iii) as regards Critical Incidents and Serious Incidents, immediately inform Customer if Nexus's trouble-shooting activities manifests that there is no Incident in the SaaS Service; and
- (iv) advise Customer of any perceivable impact which a correction may have on the SaaS Services.

Nexus will further advise Customer when it considers a Trouble Report as being closed and Customer shall confirm such closure of the Trouble Report once Nexus has fulfilled its undertakings hereunder, such confirmation should not be unreasonably withheld or delayed.

### 7.2 Critical Incidents

For Incidents classified as Critical Incidents, Nexus will initiate actions immediately after receipt of the Trouble Report and shall make continuous best efforts to provide a Temporary Correction and a Final Correction as soon as possible. Nexus will keep Customer continuously informed of the progress of the correction work and shall, at Customer's request, provide Customer with written progress reports.

In the event of a Critical Incident, Nexus will within one (1) week after provision of the Final Correction, perform a root-cause analysis and provide a written report on why the Incident occurred and what actions that have been initiated by Nexus to prevent the Incident from re-occurring.

### 7.3 Serious Incidents

For Incidents classified as Serious Incidents, Nexus will initiate actions promptly after receipt of the Trouble Report and shall make best efforts to provide a Temporary Correction and a Final Correction as soon as possible and in no event later than within the Resolution Times specified in Appendix 2 hereto. Nexus will report progress as reasonably requested by Customer.

In the event of reoccurring Serious Incidents, the Nexus will, within one (1) week from Customer's request, perform a root-cause analysis and provide a written report on why the Incident occurred and what actions that have been initiated by Nexus to prevent the Incident from re-occurring.

### 7.4 Minor Incidents

For Incidents classified as Minor Incidents, Nexus will initiate actions, as soon as reasonably possible following receipt of the Trouble Report, considering Nexus current workload and planning, but no later than within the Resolution Times set out in Appendix 2 hereto.



## 8 Support Request

8.1 Customer may request support for non-incident related matters, so called Support Requests. Support Requests could either be a question related to the operation of the SaaS Service or a request for providing services not part of the normal daily operation of the SaaS Service such as adding/removing user, providing log files, CA management actions or other changes to the SaaS Service, so called Service Request. Authorized Users can issue a Support Request to Nexus Service Desk which, at a minimum, shall include the following information:

- (i) identity and e-mail address of the submitter of the Support Request;
- (ii) Subject: short description of the Support Request;
- (iii) The Priority Level of the Support Request: high, medium, low
- (iv) Environment: e.g. test, QA, pre-prod, production;
- (v) Description: full description of the Support Request;

8.2 Support Requests are processed during Business Hours according to Appendix 1.

8.3 Processing of Service Requests is not included in the fees for the SaaS Services. Service Request will be processed after order confirmation of a duly authorized Customer representative is received by Nexus. Service Requests will be billed monthly on a T&M basis as specified in Appendix 1.

8.4 A Support Request will be qualified according to the following table:

Type	Size/ Effort to respond or complete	Description of Support Request
<b>Operational questions</b>	N/A	A Support Request to answer questions related to the operation of the SaaS Service.
<b>Small assignment</b>	<2h	A Service Request that will take less than two (2) hours to complete.
<b>Medium assignment</b>	<8h	A Service Request that will take less than eight (8) hours to complete.
<b>Large assignment</b>	>8h	A Service Request that will take more than eight (8) hours to complete.

8.5 Service Levels for Support Requests are defined in Appendix 2 hereto.

## 9 Enterprise support (Optional) 24/7/365

### 9.1 24/7 x 365 On-Call

A customer that has signed up for Enterprise Support are eligible to contact Nexus Enterprise On-Call 24/7 x 365 via telephone. The On-Call will then act on incidents of severity level 1 or 2 according to section 6.1.

### 9.2 Service level – Availability

Customers that have signed up for the Enterprise Support gets production system service level availability according to appendix 2, section 1.

### 9.3 Service Review Meetings

Customers with Enterprise Support can request quarterly SRM meetings.

### 9.4 Service Delivery Manager

Customers with Enterprise Support will get a dedicated service delivery manager from Nexus

## Appendix 1 Specific details

Definition	Description
<b>Business Days</b>	Monday to Friday except public Holidays in Sweden
<b>Business Hours</b>	08:00-17:00 UTC+1, DST adjusted
<b>Service Desk hours</b>	UTC+1, DST adjusted
Service Desk weekdays	08:00-17:00
Enterprise On-call weekdays	17:00 – 08:00
Enterprise On-call weekends and Holidays	00:00 – 24:00
<b>Connection Point(s)</b>	<p>To ensure services can reach SLA            Health checks and testing the functions of the self-service and backend system (to be always responsive and available) are preformed towards:            (Insert customer SelfserviceXX.go.nexusgroup.com or IDM            OR add the SoW)</p> <p>Connection point is measured 24/7/365 by Nexus internal monitoring system using external endpoints.</p>
<b>Planned Service Windows</b>	<p>Service Windows will be planned on an monthly basis and communicated to the Customer at a minimum 2 times a year. 3 weeks in advance of the first planned Service Window date.            Schedule will be the same throughout the year.</p>
<b>Nexus Service Desk contact details</b>	<p>E-mail: managed.services@nexusgroup.com            Telephone: +46 XX XX XX Only for 24/7/365 Customers</p>
<b>Nexus Support Portal web address</b>	support.nexusgroup.com
<b>Service Requests</b>	
Hourly rate	SEK/EUR XXX per hour, time will be billed in ½ hours interval.
Travel & Expenses	Actual cost + 15%

## Appendix 2 Service Levels

### 1. Service Levels - Availability

The provision of the SaaS Service shall meet or exceed the following Availability Service Levels. Performance is measured at the defined Connection Point(s) listed in the Appendix 1. The SaaS Service response time shall not exceed two (2) seconds measured from the Connection Point(s).

Support level	Measure point	Measure Period	Measure Time	Agreed Availability
Standard	The Connection Point(s)	Calendar monthly	08:00-17:00 UTC+1, DST adjusted. Business days	99,7%
Enterprise (24/7)	The Connection Point(s)	Calendar monthly	00:00-24:00 x 365	99,7%

### 2. Service Levels - Incidents

Nexus will initiate work to resolve Incidents in the SaaS Services, in accordance with the below Service Levels. The time frames set out in the below tables will be calculated from the issuance of a Trouble Report to Nexus Service Desk or Nexus Support Portal.

Severity Levels	Confirmation Time	Resolution Time - Temporary Resolution	Resolution Time - Final Resolution
<b>Critical Incident</b>	One (1) hour	Four (4) hours	Twenty-four (24) hours
<b>Serious Incident</b>	Two (2) hours	Eight (8) hours	Forty-eight (48) hours
<b>Minor Incidents</b>	One (1) Business Day	N/A	Next release



### 3. Service Levels – Support Requests

Nexus shall provide Support in accordance with the below Service Levels. The time frames set out in the below tables will be calculated from the issuance of a Support Request to Nexus Service Desk by e-mail or in Nexus Support Portal. Support will be provided on a best effort basis.

Type of request	Response Time	Time from order to delivery
<b>Operational question</b>	One (1) Business Day	N/A
<b>Small assign.</b>	Three (3) Business Days	Delivery can be expected within three (3) Business Days of complete order
<b>Medium assign.</b>	Five (5) Business Days	Delivery can be expected within ten (10) Business Days of complete order
<b>Large assign.</b>	Ten (10) Business Days	As per separate agreement



## Appendix 3 Service Credits

### 1. Service Credits – Availability

If Nexus fails to comply with the Agreed Availability during any Measure Period, Customer shall be entitled to a credit of the fee for the SaaS Service as set out below. The below Service Credits are calculated on the Service Credit Base Amount ("SCBA").

<b>Actual Availability below Agreed Availability</b>	<b>Service Credits</b>
- 1%	<b>5 % of SCBA</b>
- 2 %	<b>10 % of SCBA</b>
- 3 %	<b>15 % of SCBA</b>
- 4 %	<b>20 % of SCBA</b>
- 5 %	<b>25 % of SCBA</b>

In the event that Customer is entitled to the full amount of Services Credits (25%) for three consecutive months, Customer shall be entitled to terminate the agreement, shall mean the average monthly fees for the forgoing 3 months, or if 3 months has not passed, it shall be based on the upcoming 3 months fees of the SaaS Services.

### 2. Service Credits – Incidents

For each failure by Nexus to comply with the Service Levels for Incidents, Customer be entitled to a credit of the fee for the SaaS Service as set out below. The below Service Credits are calculated on the Service Credit Base Amount ("SCBA"). The maximum Service Credit for one month is capped to 25% of the SCBA.

<b>Severity Level</b>	<b>Service Credits – Temporary Resolution</b>	<b>Service Credits – Final Resolution</b>
<b>Critical Incidents</b>	> 4 hours 5% of SCBA > 8 hours 10% of SCBA > 12 hours 15% of SCBA > 16 hours 20% of SCBA	> 24 hours 5% of SCBA > 36 hours 10% of SCBA > 48 hours 15% of SCBA > 60 hours 20% of SCBA

<b>Serious Incidents</b>	> 8 hours 5% of SCBA > 16 hours 10% of SCBA > 24 hours 15% of SCBA > 32 hours 20% of SCBA	> 48 hours 5% of SCBA > 60 hours 10% of SCBA > 72 hours 15% of SCBA > 84 hours 20% of SCBA
<b>Minor Incidents</b>	N/A	N/A

### 3. Service Credits – Support

Support is provided on a best effort basis. Customer are not entitled to a credit of the fee if Nexus fails to comply with the agreed Service Levels for Support as set out in Appendix 2.

### 4. Payment of Service Credits

Payment of the Service Credits shall be made accordance with clause 2. Definitions in this SLA. The payment will be on the coming invoicing date.