



SERVICE DEFINITION DOCUMENT

SERVICE DESCRIPTION

Optimal is a SaaS company providing a cloud-based user research platform. Our suite of specialized tools assists researchers and designers in understanding user behavior to make evidence-based design decisions.

Core Research Tools:

- **Card Sorting:** Reveals intuitive content structures by having participants organize labeled cards into groups.
- **Tree Testing:** Evaluates site navigation and findability to ensure users can find the information they are looking for.
- **First-click Testing:** Pinpoints navigation problems by identifying where users click first on a design.
- **Surveys:** Gathers a deeper understanding of user needs, preferences, and pain points.
- **Qualitative Insights:** Synthesizes meaningful takeaways from research to inform product strategy.
- **Prototype Testing:** Validates designs with users throughout the design process before investing in high-fidelity builds.

SERVICE LEVEL AGREEMENT ("SLA")

This SLA sets out the terms on which Optimal will provide Support Services to the Customer and forms a part of Optimal's Terms of Service ("Terms").

- 1 **Definitions:** Unless the context requires otherwise, capitalised terms used in this SLA have the meanings given to them in the Terms and in addition:

Actual Availability means Scheduled Availability minus Unavailability.

Available means that the Services are:

- a accessible; and
- b materially performing in conformity with the Documentation.

Documentation means the user and technical documentation designed to assist the Customer to properly access and use the Services (if any), and includes any update of the documentation.

Error means any bugs, defects, errors, or vulnerabilities affecting the Services that constitutes or results in any function, process or component of the Services not operating in accordance with the Documentation or, where there is no Documentation, not operating as reasonably contemplated by Optimal.

Excluded Event means Errors that are due to:

- a any breach of the Terms by the Customer;

- b defects, errors, failures or outages in the Customer's or third party systems, except to the extent caused or contributed to by Optimal;
- c defects or errors arising from use of the Services by the Customer or its personnel in a manner contrary to the reasonable instructions or restrictions set out in the Documentation;
- d factors outside of Optimal's reasonable control, including any Force Majeure Event or Internet access or related problems beyond the demarcation point of the Services (the demarcation point for the Services is Optimal's hosting environment); or
- e Optimal's suspension or termination of the Customer's or its personnel's right to use the Services in accordance with the Terms.

Scheduled Availability means 24 hours per day, 7 days per week, excluding System Maintenance.

Support Hours means 24 x 7 support through standard customer support channels (including automated support channels), with dedicated local support during business hours in your region.

System Availability will be calculated on a calendar month basis using the following formula: (Actual Availability divided by Scheduled Availability) multiplied by 100%.

System Maintenance means time that the Services are not accessible to the Customer due to development or maintenance, including for maintenance and upgrading of the software and hardware used by Optimal to provide the Services. System Maintenance includes scheduled maintenance and unscheduled, emergency maintenance.

Unavailability means the time that the Services are not Available, other than due to System Maintenance or an Excluded Event.

- 2 **Support Services:** For so long as the Customer pays all Service Fees, and subject to the conditions in paragraphs 3 and 4 of this SLA, Optimal will perform the Support Services in accordance with this Schedule. Except as set out in any applicable Quote or Statement of Work, Optimal will provide the Support Services at no additional charge.
- 3 **Breach:** Nothing in the Terms requires Optimal to provide Support Services where the support is required as a result of or in connection with a breach of the Terms by the Customer, including use of the Services by the Customer or its personnel in a manner or for a purpose not reasonably contemplated by the Terms or not authorised in writing by Optimal.
- 4 **Provision of support:** The provision of support by Optimal under paragraph 2 of this Schedule is conditional on the Customer:
 - a first using reasonable efforts to resolve the issue by referring to the Documentation; and
 - b contacting Optimal by email during Support Hours at support@optimalworkshop.com, and stating 'technical support' in the subject line of the email. Optimal will have no liability for a failure or delay in providing the Support Services if the Customer fails to comply with this clause 4b.
- 5 **Support availability:**
 - a Optimal will make technical support available to the Customer during the Support Hours.
 - b For priority 1 support instances, Optimal will make technical support available 24 hours a day, 7 days a week.

- c Optimal's support personnel will provide the Customer with remote assistance for help in using and operating the Services and to accept reports of Errors or suspected Errors in the Services. Optimal will ensure that each of its personnel performing Support Services is experienced, knowledgeable and qualified in the use, maintenance and support of the Services.
- d Contact information for technical support is as follows: support@optimalworkshop.com.

- 6 **Response and resolution times:** Optimal will use reasonable efforts to meet the service levels set out in Table 1, based on the priority level Optimal assigns to each support incident as set out in Table 2, and subject to the terms set out in paragraph 7 of this Schedule:

Table 1 (Target response, workaround and resolution times)

Priority	Response time for initial response	Workaround time	Resolution time
1	Within 4 hours of the support request being logged	Within 4 hours of the support request being logged	Within 1 day of the support request being logged
2	Within 1 day of the support request being logged	Within 1 day of the support request being logged	Within 7 days of the support request being logged
3	Within 1 day of the support request being logged	Within 1 day of the support request being logged	Within 14 days of the support request being logged
4	Within 2 days of the support request being logged	Within 2 days of the support request being logged	Within 30 days of the support request being logged
5	Within 1 day of the support request being logged	N/A	Within 30 days of the support request being logged

Table 2 (Priorities)

Priority	Meaning
1 - Critical	An emergency condition which makes the use or continued use of any one or more functions of the Services impossible or significantly impaired.
2 – Major	Any condition which makes the use or continued use of any one or more functions of the Services difficult and which the Customer cannot reasonably circumvent or avoid on a temporary basis without the expenditure of significant time or effort, other than any priority 1 Error.
3 – Medium	Any limited problem condition which is not critical in that no loss of Customer Data occurs and which the Customer can reasonably circumvent or avoid on a temporary basis without the expenditure of significant time or effort, other than any priority 1 or priority 2 Error.
4 – Minor	A minor problem condition or documentation error which the Customer can easily circumvent or avoid, other than any priority 1, priority 2 or priority 3 Error.
5 – Other	A vulnerability in the Services that: - a poses a serious imminent or active threat to the Customer's uptime, users, data, reputation, services or networks. This rare type of vulnerability encompasses active attacks or situations where there is a reasonable belief that exploitation will occur e.g. the existence of an exploit or reports of similar attacks against other companies. This may also encompass less severe vulnerabilities that have gained notice in the press or prominent blogs; or - b is serious and potentially dangerous to the Customer's uptime, users, data, reputation, services or networks, but there is no

indication of imminent threat or active attack. These types of issues may also be reasonably difficult to exploit or may only be exposed to internal users but involve very sensitive data. Optimal may have been notified about this vulnerability by an external party, but they have not made it publicly known.

- 7 **Additional terms:** The following terms apply to response, workaround and resolution service levels:
- a Response, workaround and resolution times are targets only. Optimal will use reasonable efforts to meet these targets but will have no liability to the Customer if the targets are not met.
 - b For priority 2, 3, 4 or 5 support incidents, only hours and days within the Support Hours count towards response times.
- 8 **Updates and upgrades:**
- a Optimal will update the Services and make available to the Customer any and all patches, enhancements and new versions of the Services that Optimal makes generally commercially available (**Updates**) and any such Updates will be deemed part of the Services.
 - b Except in the case of fixing an Error, Optimal is under no obligation to update or upgrade the Services or provide any such updates or upgrades unless set out in a Quote or Statement of Work and agreement is reached on pricing.
- 9 **System Availability:**
- a Optimal's goal is to ensure that the Services are Available 24 hours a day, 7 days a week, except for System Maintenance (**24x7 Availability**). However, the parties recognize that 24x7 Availability is only a goal, and Optimal cannot guarantee such goal.
 - b Optimal will use reasonable efforts to achieve System Availability of 99.9% or more each calendar month. The Customer recognizes that the Internet is comprised of numerous systems that are beyond any supplier's control. Routing anomalies, asymmetries, inconsistencies and failures of the Internet outside of the control of Optimal can and will occur, and such instances will not be considered Unavailability.
- 10 **System Maintenance:** Where maintenance activities are service affecting, Optimal will endeavour to schedule System Maintenance during the times specified in this paragraph 10. However, the parties agree that it may be necessary for Optimal to perform System Maintenance during other times, and Optimal reserves the right to do so. System Maintenance times are Mondays 8am – noon (NZST).
- 11 **Monitoring:** For the purpose of ensuring it meets the service levels set out in this SLA, Optimal monitors service health 24 hours a day, 7 days a week and maintains an internal escalation process.
- 12 **Backups:** Optimal will use reasonable efforts to backup all Customer Data entered into the Services since the last backup daily to Optimal's backup location and maintain all backup files for at least 30 days. Upon the Customer's request, Optimal will use reasonable efforts to restore data from backup files. Optimal will use reasonable efforts to ensure that backups do not cause system downtime. Optimal will use reasonable efforts to ensure that daily incremental backups in combination with weekly full backups are complete so that no more than 24 hours' worth of data will be lost in the event of a disaster. Optimal will use reasonable efforts to restore Customer Data as requested by the Customer within 24 hours of the Customer's written request.

