

ElektraWeb

Service Level Agreement (SLA)

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between Talya Software Inc (*Service Provider*) and (the "Customer") for the provisioning of services required to support and sustain *Elektraweb Hotel and Channel Management Software cloud services*.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the parties.

2. Goals and Objectives

This Agreement aims to obtain mutual agreement for Elektraweb SaaS service provision between the Service Provider and the Customer.

The objectives of this Agreement are to

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

3. Service Agreement

3.1 Service Scope

The following Services are covered by this Agreement;

- 99,99% Uptime Guarantee for ElektraWeb Cloud Servers including channel management connections and two-way communication.

- 7/24 Online Help Desk (Ticketing, Phone, Online Chat, WhatsApp, Email)
- Remote assistance using online meeting programs (Skype, Zoom, Google Meet)
- Planned or Emergency Onsite assistance (extra costs apply)
- Daily system health and vulnerability checks

3.2 Customer Requirements

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

- Payment for the annual subscription fee.
- Reasonable availability of customer representative(s) when resolving a service-related incident or request.

3.3 Service Provider Requirements

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

- Meeting response times associated with service-related incidents.
- Appropriate notification to Customer for all scheduled maintenance.
- Changes to services will be communicated and documented to customers.

4. Service Management

4.1 Service Availability

- **Uptime:** Elektraweb uses Azure's Business Critical Service tier and guarantees 99.99% uptime. For more on The Business Critical service tier model please [click here](#).
- **Help Desk:** Elektraweb's live help desk can be reached by the following means:
 - By opening a support ticket inside the program which is available 7/24 with a maximum response time of 15 min.
 - By WhatsApp Support Line (+90 533 278 8082) available from 7:00 A.M. to 22:00 P.M. weekdays
 - By Call Center (+90 850 777 0 444) 10 lines available from 8:00 A.M. to 18:00 P.M. weekdays
 - By calling emergency support line (+90 532 111 0 999) except office hours.
 - By Email monitored 9:00 A.M. to 5:00 P.M. Monday - Friday.

- **Local Support:** Onsite assistance guaranteed within 72 hours during the business week

4.2 Service Response and Resolution Times

When you contact our HelpDesk for any of your requests, it will be answered within the time specified in the table below and your request will be resolved within the resolution period.

- Critical requests: The system is completely down.
- High priority requests: Failure of one or more important functions of the system.
- General requests: Support requests related to errors. They are undesirable or minor errors that do not disrupt the main functions of the system.
- Informational requests: These are not error-related issues rather these are more information or training required cases.

Type of requests	Response Time	Solution Time
Critical	Immediate	15 minute
High Priority	30 Min	120 Min
General	2 Hour	n/a
Informational	One Working Day	n/a

4.3 Service Credits

The Service Provider shall at all times during the term of this Agreement provide the Services to meet or exceed the Service Level Performance Measure for each Service Level Performance Criterion, as defined herein below.

The Service Provider acknowledges that any failure to meet a Service Level may have a material adverse impact on the business and operations of the Customer and that it shall entitle the Customer to the rights set out in this Agreement below, including the right to any Service Credits (as defined below).

The Service Provider acknowledges and agrees that any Service Credit is a price adjustment reflecting the value of any lost service caused by failure to meet a Service Level. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

Other than the Customer's termination rights as set forth in the Contract, a Service Credit shall be the Customer's exclusive financial remedy for a failure to meet a Service Level.

Service credit is credit offered by ElektraWeb in the event of interruptions in the provisioned cloud services. These downtimes are credited by 10 times of normal fee.

In other words, if Elektraweb uptime is less than guaranteed uptime we will credit 10 times more to the customer account by calculating monthly via the below formula.

Uptime Service Credits are calculated as follows:

Actual monthly uptime = Monthly Uptime / Monthly Time Total

Uptime Service Credits = (99.99% - Actual monthly uptime) * 10 of Monthly Fee

Our service availability, bandwidth, and performance can be monitored online throughout the program inside the online service availability link.

4.4 Exceptions and Limitations

Following cases are not considered downtimes and are not calculated in service credits.

- Scheduled downtimes.
- Downtimes caused by third parties.
- Issues with external applications that only affect your organization.
- Downtime due to breach of our contract.
- If you don't have a valid subscription.
- Events beyond our control, such as natural disasters or force-major incidents.
- Slowness of all software or some functions.

4.5 Vulnerability Management

We run automated vulnerability scanning tools and publish and inform our customers according to reports taken by these tools:

- Integrated Qualys Vulnerability Scanner,
- Azure Firewall services,
- Azure Service Alert we created in accordance with the rules.

These tools are provided in Azure hosting and the Business Critical Service Tier area.

4.6 Performance Monitoring

The Service Provider shall implement all measurement and monitoring tools and procedures necessary to measure, monitor, and report on the Service Provider’s performance of the provision of the Services against the applicable Service Levels at a level of detail sufficient to verify compliance with the Service Levels.

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Customer	Service Provider
	Elektraweb (Talya Software Inc)
	Kemal Oral CEO
Date	Date
Signature	Signature