

TWIG Com – Service Level Agreement

Version 1.1 – October 2019

1. GENERAL

This Service Level Agreement (“SLA”) is a policy by Oy TWIG Com Ltd (“TWIGCOM”, “Us” or “We”) to all users of Services (“End User“ or “You”) and governs the use of any and all cloud services provided by TWIGCOM with the brand name TWIG Point (“Service”) under the TWIGCOM Terms of Service (“Terms of Service”).

We may review this SLA by time to time by providing an amended SLA in Our website and informing You thirty (30) days prior its entry into force. By using the Services, You agree with the terms of amended SLA. Unless otherwise provided herein, this SLA is subject to the provisions of the Terms of Service.

2. SERVICE COMMITMENT

We will use commercially reasonable efforts to make Service up and running and available for You, however, taking into account the fact that our Services are in the mode of constant development. We assure to use reasonable efforts to develop the quality and functionality of Services and provide support for all End Users using products manufactured by TWIGCOM, either directly or through our distribution partners.

We are using third party hosting services with guaranteed monthly uptime percentage of 99,99 during a monthly cycle. We commit to provide Service to You with a monthly uptime percentage of 99,95. A monthly uptime percentage means a level of Service in which You will experience no more than 23 min/month of downtime during a calendar month.

Downtime means the time the Service is not available and accessible by You. Downtime is calculated as minutes as set above. The following occasions are excluded and not deemed to be downtime:

- scheduled maintenance of our Services
- Service unavailability due to force majeure events, which are events beyond Our or Our subcontractor’s direct control, including, but not limited to, failure of unavailability of internet;
- Service unavailability due to a reason attributable to You, such as Your system restrictions, Your bandwidth restrictions, Your acts or omissions or anything similar;
- Your mobile connections is not operating properly;
- Service is inaccessible due to Your lost user account information;
- Service is inaccessible due to actions or omissions by Your local Service provider;
- Javascript is disabled in Your browser;
- cookies are disabled in Your browser;
- Your browser is not updated with necessary updates by browser provider;
- Incorrect API integration by You or Your subcontractor, when using Services over an API or protocol, such as TWIG Point API or TWIG MPTP; and
- Unavailability or defect of a TWIG device or TWIG devices, whether due to user error, faulty configurations or device failure. Please contact TWIG Support at support@twigcom.com for device technical support, software updates and repair services.

3. TECHNICAL DETAILS ON HOSTING

We may provide Services by hosting Services in servers located worldwide and thus We cannot explicitly indicate the exact location of your information.

However, in the course of providing the Services subject to data protection laws of the European Union, we assure the location of our Servers inside the European Union.

4. SUPPORT AND MAINTENANCE SERVICE

In the event of any malfunctions in the Service, please contact TWIG Support at support@twigcom.com or phone +358 40 5105058.

We offer You a contact point by email and phone and provide You standard service during working hours 9-15 (Finnish time). You may inform us of Service breaks 24/7 via email but We will handle Your contacts during our working hours.

Our standard service level consists of response to support contact as set out in Section 5.

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Unless otherwise agreed between TWIGCOM and You concerning extra service levels, all Service errors are dealt with on commercially reasonable assistance taking into account the nature of the error as well as Our hosting service providers actions to fulfill the guaranteed monthly uptime percentage.

5. OUR SERVICE LIABILITY

We will offer service levels to the End Users in accordance with separate agreements between Us and End User. In all other respects the Service is provided on “as-is” and “as-available” basis, and TWIGCOM will not give the End User any warranty or guarantee, express or implied, for the Service, including but without limitation to warranties of merchantability, fitness for any particular purpose, performance, or non-infringement. End User expressly acknowledges that the Service is not designed to be error-free or uninterrupted and therefore they are neither intended nor fit for purposes that require fail-safe performance.

TWIGCOM is not liable for any non-functionalities due to erroneous integration by any third party using Products as a component of its own service solution.

We define ”Service Failure” as the Service operating differently than previously, in a manner which reasonably can be construed to present significant disadvantage to user/customer.

We make best efforts to correct Service Failures and other downtime that may occur within the following times:

	Critical / complete unavailability	Non-critical / partial unavailability or failure
Support response	Next business day	2 business days
Workaround	Next business day	4 business days
Resolution	2 business days	6 business days

User data is stored generally for as long as the user’s Service subscription is active. User history data (such as alert events, location updates) is stored for a maximum of 5 years. Specifically:

- TWIG Point Monitor: User data is stored as long as service subscription is valid. User events history is stored for 5 years, excluding near real time location data and device raw data which are compressed or not stored at all.
- TWIG Point Remote Configurator: User data is stored as long as service subscription is valid. No history data is stored.
- TWIG Point Site: User data is stored as long as service subscription is valid. No history data is stored.
- TWIG Point Netloc: No data is stored.
- TWIG Point AGNSS: No data is stored.
- TWIG Point API: No data is stored.
- Raw data transferred between TWIG Point and TWIG device: User data is stored for at least 1 month.

We may offer You refunds for the non-usability of the Services. Unless otherwise agreed between You and TWIGCOM, Your sole and exclusive remedy for any unavailability, non-performance, or other failure by Us to provide the Services is restricted to maximum amount equaling to 100 per cent of the monthly Service fees paid by You for each calendar month of Service provision.

TWIGCOM shall have no liability in the event the Services are used against the applicable Terms of Service concerning both Services and Products.