LIGHTNING TOOLS – SERVICE LEVEL AGREEMENT (SLA)

Version 5.0

This Service Level Agreement ("SLA") sets out the support services provided by **Lightning Tools Ltd** (“Lightning Tools”, “we”, “us”, or “our”) to customers who have purchased or are trialling Lightning Tools products (“Customer”, “you”, or “your”). This SLA forms part of Lightning Tools’ standard terms and conditions and operates alongside the Lightning Tools End User License Agreement (EULA). In the event of any conflict, the EULA shall prevail unless expressly agreed in writing as part of a *Special Agreement*.

This SLA reflects Lightning Tools’ commitment to outstanding customer service while maintaining fair, clear, and globally applicable terms that do not expose Lightning Tools to undue risk.

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1. Scope of Services

1.1 Supported Products

This SLA applies to the following Lightning Tools products:

- **DeliverPoint**
- **Lightning Conductor**
- **Lightning Forms**
- **Lightning Tools Actions**
- **Document Generator**
- **Data Viewer**
- **Lightning Tools Forms Migrator**
    - *Subject to a 20% per annum support and maintenance charge*
- **Social Squared**

1.2 Included Support Services

Lightning Tools will provide support for:

- Installation and deployment issues
- Configuration assistance related to the product
- Break/fix support for issues where the product is not functioning as intended
- Guidance on product capabilities and usage
- Investigation of issues relating to Microsoft SharePoint, Microsoft Graph, or Microsoft Azure **where such issues directly impact the operation of Lightning Tools products**

1.3 Excluded Support Services

Lightning Tools does **not** provide support for:

- Microsoft 365 administration or troubleshooting unrelated to Lightning Tools products
- Third-party tools, add-ons, or solutions unless expressly agreed in writing
- Custom solutions, scripts, or code developed by the Customer or a third-party consultant
    - Lightning Tools may offer advisory guidance but cannot be held liable for the functioning of such code
- General IT, network, identity, or infrastructure issues

1.4 Customer Eligibility

This SLA applies to:

- Customers with an active recurring subscription
- Trial users evaluating Lightning Tools products

Support ends immediately upon subscription termination or expiration, or upon breach of agreement.

1.5 Additional Services

Work that falls outside this SLA—such as custom development, extended onboarding, advisory consulting, or bespoke troubleshooting—may be delivered at Lightning Tools' discretion as a **billable service**.
Any deviations from this SLA must be agreed in writing as a **Special Agreement** and may incur additional service and legal fees.

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2. Customer Responsibilities

To ensure timely diagnosis and resolution, Customers must:

1. Maintain a supported Microsoft 365 environment and ensure that:
    - Required permissions (SharePoint, Graph, Azure AD) are granted
    - Supported browsers and configurations are used
    - The version of the Lightning Tools product is within the last three published versions.
    - Prerequisites such as SharePoint roles, site ownership, and API access are in place
2. Provide accurate and complete information via the ticket form, including:
    - Error messages, replication steps, screenshots, logs
    - Product version and environment details
3. Provide screensharing when reasonably required for issue diagnosis.
4. Ensure internal backup and data retention policies—Lightning Tools products are **not** a backup or archival system.
5. Ensure that no unsupported custom code or third-party modifications interfere with the product.

Customers acknowledge that failure to meet these responsibilities may increase resolution times or prevent Lightning Tools from addressing the issue.

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3. Definitions

These definitions ensure clarity and enforceability:

- **Business Hours:**
  - Monday–Friday 09:00–17:00 SST
  - Monday–Friday 09:00–17:00 GMT
  - Monday–Friday 09:00–17:00 US ET
    Excluding public holidays.
- **Working Day:** Any day within the Business Hours schedule.
- **Response Time:** Time from when the Customer submits a ticket via the support portal until Lightning Tools acknowledges it.
- **Resolution Time:** The target timeframe to resolve the issue or provide a workaround. Resolution times are targets, not guarantees.
- **Incident:** Any behaviour of a Lightning Tools product that deviates from expected functionality.
- **Severity Levels:**
  Critical – Product stops business processes from operating normally.
  High – Urgent issue affecting significant areas of business.
  Medium – Product not functioning as intended; configuration support required.
  Low – Minor issues that do not impact business operations.

Lightning Tools retains discretion in assigning severity levels based on received information.

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4. Service Availability

Lightning Tools targets **99% uptime** for cloud-hosted components (e.g., DeliverPoint Azure Functions, Forms Studio services, licensing endpoints).

Uptime calculations exclude:

- Microsoft 365, SharePoint, Microsoft Graph, or Azure outages
- Scheduled maintenance with prior notification
- Emergency maintenance
- Issues caused by Customer-side environment or configuration
- Force majeure events

Lightning Tools will monitor availability and update Customers via **lightningtools.com** for incidents outside our control.

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5. Maintenance

5.1 Planned Maintenance

- Conducted outside peak hours where possible.
- Notice posted minimum **24 hours** in advance via Lightning Tools' website or communication channels.
- Expected not to interrupt Customer service.

5.2 Emergency Maintenance

- Performed as required to maintain security or product stability.
- Notice provided as soon as practical.
- Downtime excluded from availability calculations.

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6. Incident Reporting & Escalation

6.1 Submitting a Ticket

All incidents must be submitted through:
https://lightningtools.com/support-ticket/ or by emailing help@lightningtools.com

Tickets must include sufficient detail to classify and diagnose the issue.

6.2 Severity-Level Response Targets

- **Critical:** Response within 1 hour; resolution within 4 hours
- **High:** Response within 1 hour; resolution within 1 working day
- **Medium:** Response within 1 working day; resolution within 3 working days
- **Low:** Response within 1 working day; resolution within 2 working weeks

6.3 Escalation Path

If a Customer believes an issue requires escalation, they may request escalation to:

1. **Support Manager**
2. **Chief Operating Officer (COO)**

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7. Support Time Allocation

Each Customer may use **up to 24 hours of support time per month**.
Support time is consumed through:

- HubSpot ticketing responses
- Telephone support
- Microsoft Teams meetings

Time beyond this allocation may be charged as professional services.

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8. No Service Credits

Lightning Tools does not offer service credits. SLA targets are service commitments rather than legally binding guarantees.

Failure to meet a target does not constitute a breach of contract.

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9. Warranty, Disclaimer & Limitation of Liability

9.1 Warranty

Lightning Tools warrants that its products will perform substantially in accordance with published documentation.

9.2 Disclaimer

Lightning Tools is not responsible for:

- Microsoft platform changes or outages
- Customer-side configuration, permissions, network, or environmental issues
- Custom code or solutions developed by third parties
- Loss of business, profits, revenue, data, or indirect damages

All warranties not expressly stated are disclaimed to the fullest extent permitted by law.

9.3 Limitation of Liability

Lightning Tools' total liability for any claim arising under this SLA shall not exceed the total subscription fees paid by the Customer in the prior **12 months**.

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10. Data Protection, Security & Privacy

Lightning Tools:

- Operates under ISO 27001 and ISO 9001-aligned practices
- Complies with applicable data protection laws (including GDPR)
- Does not store Customer data unless required for functionality or support
- Ensures that all personal data processed via support is handled securely and confidentially

Full details may be covered separately in a Data Processing Agreement (DPA), where required.

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11. Term, Renewal & Termination

- This SLA applies for the duration of the active subscription or trial period.
- Support terminates automatically when the subscription ends or the Customer breaches the agreement.
- Where termination occurs, outstanding obligations relating to confidentiality, IP, and liability remain in effect.

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12. Intellectual Property

Lightning Tools retains full ownership of all products, code, documentation, and materials.
Customers may not:

- Reverse-engineer
- Modify
- Copy
- Resell or sublicense
- Create derivative works

Custom code produced by the Customer or their consultants remains the Customer's responsibility.

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13. Governing Terms & Special Agreements

This SLA is part of Lightning Tools' universal terms.
No Customer terms, purchase orders, or procurement documents override this SLA unless Lightning Tools explicitly agrees in writing.

Any negotiated variation will be considered a **Special Agreement** and may incur:

- Additional service fees

- Legal fees
- Custom delivery or development fees

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14. Force Majeure

Lightning Tools is not liable for delays or failures caused by events outside our reasonable control, including:

- Microsoft outages
- Internet backbone failures
- Natural disasters
- War, civil unrest
- Strikes
- Government restrictions

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15. Entire Agreement

This SLA, together with the EULA and Lightning Tools' Master Terms, constitutes the entire agreement relating to support services.

Lightning Tools may update this SLA periodically. Updates become effective upon publication at:
https://lightningtools.com