consent manager

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Service Level Agreement

Service Level Agreement (SLA) for Agency & Enterprise Package

For clients of consentmanager's CMP solution we guarantee an average availability of 99% / 99.9% of the system (depending on package). The following document outlines how we achieve these goals and how we support our clients in cases when support is needed.

Severity level

Depending on the severity of an issue, different actions are necessary. The following list outlines the severity levels:

Severity level 1 (highest impact)

The highest impact on the website or app, affected by the CMP. This includes situations where the website/app is no longer accessible or major functions of the website/app are not accessible due to a malfunction or outage of the CMP system itself.

Severity level 2 (medium impact)

A medium impact on the website or app, affected by the CMP. This includes situations where the website/app remains functional but is limited in functions or design. This also includes situations where the CMP functions do not function and cause compliance issues with the website (e.g.)

Severity level 3 (low impact)

A low impact on the website or app, affected by the CMP. This includes situations where the consentmanager frontend (login area) is not accessible and/or it is not possible for clients to change the existing configuration of the CMP/Designs/Texts or where changes are significantly delayed.

Severity level 4 (lowest impact)

No impact on the website or app, affected by the CMP. This includes situations where the reporting is inaccessible or delayed, the crawler does not work or is pending or other functions of the consentmanager frontend do not work, that are not related to the configuration options of the CMP.

Exceptions

The following examples outline cases that are not included in the severity levels as they are mostly caused by the client itself or specific configuration settings:

- Misconfiguration of the CMP, Designs, Texts by the client
- Incorrect display of the CMP design by mixing CSS from the design with CSS of the website
- Any use of automatic blocking code instead of the manual/semiautomatic blocking code

- Blocking of third party codes does not work due to incorrect setup of the html-codes (e.g. data-cmp-... attributes missing)
- Blocking of third party codes does not work due to incorrect setup of third party tools (e.g. tag manager)

Availability of the system

consentmanager guarantees an average availability of the system of 99.0% or 99.9% depending on the package that the client signed with us. The availability of the system is measured by a third party (Pingdom by SolarWinds Worldwide LLC) from multiple locations within Europe. The service is considered unavailable if the average load time of the components (JavaScript- & CSS-files that are necessary to show the consent screen) have a load time of more than 1 second using a client side DSL or faster connection from within Europe. The average availability of the service can be observed at live.consentmanager.net. The availability of the system only covers the severity level 1 and 2. The average monthly availability is calculated as: 100% minus Minutes without availability / 1440 * Days of month. Example: In month January (31 days) the system was measured by the third party to be unavailable for 4 minutes, the calculated availability in this month is 100% - (4 / (1440 * 31)) = 99,991%.

Overuse

Depending to the package with the client, consentmanager offers a maximum amount of pageviews per month. Depending on the package definition (e.g. limitation of the Basic Package), consentmanager may stop the delivery of the service once the limits are reached. In cases when the package does not define a specific limit, the client will communicate the expected traffic per month to consentmanager before starting to use the CMP. Overuse of the system is every situation when the client experiences a peak in traffic that is more than 3 times of the normal traffic per day or hour. If the client can foresee traffic peaks, the client will inform consentmanager 4 weeks in advance so that consentmanager can prepare the internal resources.

Planned & urgent maintenance

consentmanager will inform the client 7 days in advance of a planned maintenance. If possible, the maintenance will be conducted during night hours with low traffic and usually take less than 6 hours per month. In cases of urgent and unforeseen maintenance (e.g. system patches due to the discovery of a vulnerability) consentmanager will ensure that the maintenance is executed as quickly as possible.

Exclusion

Excluded from the availability of the system are:

- Planned & urgent maintenance of the system
- Planned maintenance or issues on the third party measurement vendor (Pingdom)
- Client specific issues
- Overuse of the client
- Whitelabel proxy solutions or any other systems that are owned/maintained by the client and not by consentmanager
- Any changes made by the client itself

- Products or features marked as “beta”

Unavailability of the system

In cases when the average availability of the system within a month is below the guaranteed minimum, the client is entitled to financial compensation as follows:

Effective availability	Percentage of monthly compensation
Above 98%	10%
Above 95%	20%
Below 95%	50%

In order to receive the financial compensation the client must get in touch with consentmanager’s customer service or dedicated account manager within 30 days of the month in which the availability was below the guaranteed value and express its wish to receive the compensation accordingly.

Support

General support is available via E-Mail to

support@consentmanager.net

or via the dedicated account manager (details available in your account dashboard).

Emergency contact (Severity level 1) is available via phone number +49 (0)40-239688410

General support is available during office hours. Office hours are Monday to Friday 9:00 to 17:00 (European timezone) except for public holidays.

Support definition

Support is defined as “help as self-help”, meaning that consentmanager will provide guidance on how a client can overcome a certain problem by himself. Consentmanager will not actively change, adopt, develop, maintain or otherwise take active action in processes on the client’s website or the client’s account.

The aim of the general support is to point the client to the corresponding document in our help section that describes the ways and measures in order to solve the client’s question OR provide a short response to the client in order to solve the client’s question.

For a better understanding of what is included as support, here are some examples:

- Explanation / Description of features and settings in the consentmanager system
- Help in understanding how to integrate the CMP-code into the client’s website or app
- Help in understanding and resolving configuration issues
- Help in understanding and resolving blocking or display issues of the cookie banner
- Help in understanding the reporting

Furthermore support is meant as a bridge between the client and the consentmanager development team in case when outages, bugs or other errors relating to the consentmanager service appear.

Depending on the booked package, onboarding session(s) may be included. An onboarding session is usually 1-2hrs long and contains a walk through the interface and explain the general setup and next steps.

General Support does not include the following examples (these tasks may fall under chargeable services depending on the client's package):

- Integration of (CMP-)Codes into the client's website or app
- Development or customization of services
- Integration or management of tag management solutions or any other third-party solution

Furthermore consentmanager may refrain from answering support questions if the topic has already been answered to the client (e.g. repeated questions) or when the client is unable/unwilling to understand or accept the response given by our support.

Reaction times

Depending on the severity of the problem, the following reaction times are defined:

Severity level	Time to first response	Time to resolving the problem
1	60 minutes, 24/7	24 hours
2	2 hours, office hours	24 hours, office hours
3	4 hours, office hours	5 days, office hours
4	24 hours, office hours	14 days, office hours

consentmanager will assess the severity of an issue and assign the corresponding response times to it. Please note that the time to resolve a problem is in many cases highly dependent on client feedback. In case when feedback is required, the time to resolving the problem is extended by the time consentmanager needs to wait on the client's feedback.

Please note: In order to ensure quick responses from our support team, please always give your account ID, CMP-ID and/or Design-ID, website-URL/App-Name and further details so we can easily understand where to search for the problem and to replicate the issue and help solving it.

Late support responses

In cases when the support is not able to respond to problems of severity level 1+2 within the above mentioned times, the client is entitled to financial compensation as follows:

Response time delay	Percentage of monthly compensation
1-2 days	10%
3-5 days	20%
More than 5 days	50%

In order to receive the financial compensation the client must get in touch with consentmanager's customer service or dedicated account manager within 30 days of the month in which the availability was below the guaranteed value and express its wish to receive the compensation accordingly.