

SaaS Service Level Agreement (SLA)

The purpose of this document is to define the Service Level Agreement (SLA) for the maintenance and support of the Hosting Service (“Service”). Service Level Agreements are used as a tool to measure and guide Licensor and Licensee in achieving the goals for effective service delivery of all licensed applications (“Software”) to the Licensee. Licensor is providing Licensee with the capability to run the Software in a hosted environment. Licensor may choose to work with other Internet or Application Server service providers in providing its Service to Licensee.

1. The Hosting Service

Specifically, Licensor will provide the following:

- **Application Administration**
Software installation and software updates (patches, upgrades, support, and maintenance)
- **Technical Support**
Online email support during coverage hours, 24x7 access to support portal
- **Service Management**
Client activation, security monitoring, change control, problem management, and escalation procedures
- **System Administration**
System configuration, deployment, support, monitoring, response, repair, tuning and capacity planning
- **Network Administration**
Network provisioning, monitoring, response, repair, security, utilization management and capacity planning
- **Data backup and retention**
Backups of Licensee data

Licensee is responsible for purchase and maintenance of its own equipment, hardware and access, including but not limited to network and data connection, to establish a connection to the Internet.

1.1 Non-Hosting Services

- Training & Professional Services
- Data Conversion Services

Please refer to our website for a full description of our service offerings.

2. Server Environment

2.1 Location

All application environments are physically located in Tier 1 Enterprise Class Data Centers. Each data center has the following attributes:

24x7 Security	HVAC
Redundant Internet Feeds	Fire Detection and Suppression
Redundant Power Feeds	SOC II Compliant

2.2 Hardware

The hardware configuration of the application environment is as follows:

Firewalls	Application Servers
Load balancing	Clustered Database servers
Failover	Raid 50 Data Storage

Notes:

- All servers are equipped with dual power supplies and powered by separate power circuits.
- Dedicated servers may be allocated to Licensees upon request with additional fees.

2.3 Software

Server Operating System	Microsoft Windows Server
Database	IBM Domino Database
Web Server	IBM Domino Server

2.4 Bandwidth Allocation

The application environment is equipped with a committed data circuit feed that is burstable to 100 Mbps.

2.5 Security

Licensor ensures that Licensee data is protected with physical security, data encryption, user authentication, application security, and more. Specific measures include:

- All servers are located behind the firewall with only essential ports enabled.
- All firewalls have Intrusion Detection enabled.
- All Licensee data is stored in separate physical databases.
- 128-bit SSL encryption

3. Service Measures

3.1 Quotas

The following quotas for disk and bandwidth usage are applied:

- *Database Disk quota* (for standard account information): Licensee's database size can utilize 5GB of disk space. Additional disk space may be purchased separately.
- *Document Storage quota* (for files uploaded by users): Licensee's document storage can utilize 1GB of disk space. Additional disk space may be purchased separately.

3.2 Availability

The following availability will be maintained:

Measurement	Definition	Licensor SLA
Software Availability	The periods of time that the Software is available for use by the Licensee not including scheduled downtime.	24 x 7 x 365, 99.8% average over a month not including scheduled downtime.
User Response Time	The time it takes for the Software to complete a user request and return a response	Because of many external factors involved in this measurement, the response time cannot be specified.
Backups	Licensee data as well as application installation backups	Full database backups are performed every evening between the hours of 1am – 3 am EST. Two copies of the backups are retained one onsite and the other offsite on a daily basis. Backup files will be retained for thirty days.
Restoration of Services	In the event of a major disaster event, such as flooding of the hosting facility or an earthquake that destroys the infrastructure,	Licensor will restore services at alternate location within 3 business days
Maximum Restore Age	It is the maximum age of the data should we need to restore production data from backup.	No More than 48 hours.
Problem Response Time	Provision of user support. Primary Coverage will be 9am-5pm Licensee's local time Monday through Friday, excluding statutory holidays. Response time will be calculated by dividing the numbers of issues responded to in one hour or less divided by the total number of issues received for the month.	90% of issues responded to in one hour or less during primary coverage. We are targeting a 90% compliance rate that every issue will be responded to in one hour or less during primary coverage. To calculate this we take: # of issues responded to in 1 hr or less / total number of issues. For example if a customer logs 10 issues in 1 month and 9 of them were responded to in 1 hour, we have a 90% compliance rate which means we hit our target.

<p>Problem Correction</p>	<p>Provision of any correction for a reproducible error in the application.</p> <p>Primary support hours for error correction will be 9am-5pm local time Monday through Friday, excluding statutory holidays.</p> <p>The table below outlines the severity levels and the response and resolution time commitments for each.</p>	
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3.3 Priority Levels

Priority Level	Problem Description	Initial Response SLA(*)	Target Resolution Time SLA	Commitment
Priority 1	<p>The Problem causes complete loss of service. Work cannot reasonably continue as the feature or function does not allow completion of work and its operation is mission critical to the business.</p> <p>Examples: a) Majority or all of the users are unable to use the application, b) Highly important reports (such as invoicing) cannot be generated, c) System crashes repeatedly after restart attempts.</p>	<p>1 hour during Primary Coverage hours (one hour after hours for clients with 24 x 7 x 365 support plan)</p>	<p>Worked on Continuously until a solutions found, however, targeting an 8 hour resolution time or until a viable workaround can be applied</p>	<p>The problem will be worked on until fixed or a reasonable workaround is applied.</p> <p>Updates will be provided to the Licensee every 4 hours.</p>
Priority 2	<p>The problem causes important loss of service. A major software function is experiencing a reproducible problem that causes a major inconvenience to the Licensee.</p> <p>An acceptable workaround may or may not be available, however, operation can continue in a restricted fashion. The current release should be patched if a permanent workaround cannot be found and the next release is not imminent.</p>	<p>4 hour during Primary Coverage hours (4 hour after hours for clients with 24 x 7 x 365 support plan)</p>	<p>3 Business Days</p>	<p>The problem will be worked on until fixed or a reasonable workaround is applied.</p> <p>Updates will be provided at the end of every day.</p>

Priority 3	The Problem causes minor loss of service or is a minor error. The impact is an inconvenience that may require a workaround to restore functionality or is a minor error, incorrect behaviour, or a documentation error that does not impede the operation of a system.	24 hour during Primary Coverage hours	5 days or Mutually agreed to time	Licensor will work with Licensee to mutually prioritize and schedule resolutions into regular release cycles.
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3.4 Downtime / Maintenance

Licensor periodically adds, repairs, and upgrades the data center network, hardware and the Software and shall use its best efforts to accomplish this without affecting the Licensee's access to any Software; however, repairs of an emergency or critical nature may result in the Service not being available for the Licensee's usage during the course of such repairs. Licensor reserves the right to take down the server(s) at the data center in order to conduct routine maintenance to both software and hardware according to the following protocols;

Item	Description	Commitment
Standard Maintenance Window	Wed: 9 pm – 1 am Sun: 9am-1 pm	
Scheduled Uploads	Regular planned uploads of new functionality will take place during the standard maintenance window.	- Minimum of 10 day Notice prior to the upload going into the production environment. - A message will be displayed on the main site stating Licensor will be down.
Scheduled Maintenance	Routine, scheduled maintenance will be performed inside the maintenance window.	- A message will be displayed on the main site stating Licensor will be down.
Non-Scheduled/Emergency Maintenance	May be performed outside the maintenance window and will be counted as unscheduled downtime.	- Licensee will be notified immediately - A message will be displayed on the main site stating Licensor will be down.

4. **Compatibility with New Software**

Licensee consents and acknowledges that prior to upgrading third party software, the Licensee is solely responsible to verify and insure that such third party software is compatible with their current or future versions of Software. The most significant applications which the Licensee should carefully check for compatibility before upgrading are: new versions of operating systems, databases, web servers, report engines, business intelligence software, accounting software, project planning tool, CRM application, reporting tools, or any other third party tools used by or integrated with the Software. Licensor will not be responsible for any failures or malfunctions' resulting from such upgrade and reserves the right not to provide support for such installations.

5. **Support Discontinuance**

Company agrees to support any given version of the Licensed Product for 36 months as of its official release, regardless of Licensee's decision to upgrade to the new version or not upon the availability of such upgrade.

6. Limitation of the SLA

6.1 The SLA expressly excludes the following:

- a) Training
- b) Installation, configuration and technical support for Licensee equipment or operating systems
- c) Technical support, consultation or problem resolution pertaining to software applications other than those supplied by Licensor and described in this Agreement including IBM Domino Server
- d) Resolution of problems resulting from negligence of the system user. Including specifically the incorrect data entry, the use of altered data or source code and the failure to use the Software according to the instructions provided in the user guide
- e) Support for development (SDK, Web pages, etc.), integration and custom reports, whether developed by Licensee or any party other than Licensor
- f) Any alterations or additions, performed by parties other than Licensor, except for programs using product interfaces provided by Licensor
- g) Use of the Software on an Operating Environment other than that for which such Software was designed, except as expressly prescribed in the user guide
- h) Maintenance and support for non-production environments and sand boxes
- i) Data migration

If Licensee requires that a member of Licensor's staff provide services pertaining to any of the above exclusion which are not included as part of the SLA, Licensee hereby agrees to pay Licensor for these services according to the daily support service rate then in effect, prorated hourly.