

## SERVICE LEVEL AGREEMENT

You entered into a separate services agreement with PlanningEdge, and this Service Level Agreement describes the support PlanningEdge will make available to you, subject to the terms and conditions of that agreement. PlanningEdge reserves the right to revise this Service Level Agreement, in its sole and reasonable discretion, but only after providing thirty days advance notice.

### I. MAINTENANCE AND TECHNICAL SUPPORT

At no additional charge, PlanningEdge shall provide telephone, email and portal support in order to:

- Assist you with technical troubleshooting;
- Answer questions regarding your use of the PlanningEdge services; and
- Provide you with functional expertise and general customer service.

Telephone, email and portal support shall be provided by PlanningEdge on normal business days during the hours of 6am to 6pm Mountain Standard Time, exclusive of PlanningEdge holidays.

In addition, PlanningEdge may make general updates to the services available to you, as such updates are implemented in the services for all of PlanningEdge’s paying customers.

As part of its services support, PlanningEdge will investigate all reproducible, material failures of the services to conform to the functional specifications as described in the applicable documentation. PlanningEdge will partner with you to classify the severity of the error, and provide efforts to either correct the error or provide a workaround to the error pursuant to the table below.

Severity Level	Description	Initial Response Time	Resolution Status/Effort
<b>1. Urgent Priority</b>	Inability to use the Services in any way.	Within one (1) business hour	PlanningEdge will provide daily status updates to the designated customer contact on all open Urgent issues. PlanningEdge will work to resolve all Urgent issues on a 24-hour basis until such Urgent issue is resolved.
<b>2. High Priority</b>	The Services are severely restricted in use; major impact to production workflow.	Within four (4) business hours	PlanningEdge will provide daily status updates to the designated customer contact on all open High Priority issues. PlanningEdge will work to resolve all High Priority issues until such High Priority issue is resolved.
<b>3. Normal Priority</b>	A non-critical component of the Services is malfunctioning causing minor or no impact to production workflow; a work-around is available.	Within two (2) business days	PlanningEdge will provide weekly status updates to the designated customer contact on all open Normal Priority issues.
<b>4. Low Priority</b>	Any other issue that is not an enhancement. Some Low Priority issues may not be resolved if their impact is immaterial.	Within five (5) business days	PlanningEdge will provide weekly status updates to the designated customer contact on all open Low Priority issues.

## **II. AVAILABILITY OF SERVICES**

PlanningEdge shall make commercially reasonable and good faith efforts to make the services available to you at 99% uptime during each calendar quarter of the Term, excluding regularly scheduled maintenance times.

If in any calendar quarter this uptime commitment is not met by PlanningEdge and you were negatively impacted, PlanningEdge shall provide, as the sole and exclusive remedy, a service credit equal to one month's fee for the use of the services. In order to receive the foregoing credit, you must request it by emailing PlanningEdge at [finance@planningedge.com](mailto:finance@planningedge.com) within five days of the end of the applicable quarter. PlanningEdge shall calculate any service level downtime using PlanningEdge's system logs and other records.

## **III. SECURITY**

PlanningEdge shall make commercially reasonable and good faith efforts to maintain a high degree of security controls with respect to its information processing and management systems (including procedures, people, software, data, and infrastructure). Upon becoming aware of any deficiencies, PlanningEdge shall promptly address, and work to quickly resolve, any such deficiencies.

PlanningEdge shall strive to ensure that, as applicable, all networking components, SSL accelerators, load balancers, web servers, application servers, database servers, and storage devices used to provide the services are configured using generally accepted industry-standard design methodology.

PlanningEdge only uses hosting services with companies that are ISO 27001 compliant. This standard provides security specifications/requirements for an information security management system that manages sensitive company information.

## **IV. LIMITATIONS**

This Service Level Agreement does not apply to any performance or availability issues resulting from:

- Regularly scheduled maintenance;
- Factors outside the reasonable control of PlanningEdge;
- Use of services, hardware, or software not provided by PlanningEdge;
- Your failure to follow appropriate security practices; or
- Your unauthorized use of the services.

PlanningEdge sandbox and beta accounts and other test environments are expressly excluded from this Service Level Agreement and any other service level commitment.