

SOFTWARE AS A SERVICE (SaaS) SERVICE LEVEL AGREEMENT (SLA)



e-PlanSoft (“The Company”) agrees to provide 99.5% uptime with respect to the Client’s Hosted Service during each calendar quarter for the term of service excluding regularly scheduled maintenance times for e-PlanREVIEW® (EPR) (EPR) and goPost™ Customer Portal.

Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance time does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least four (4) business days in advance. Regularly scheduled maintenance time will occur on the weekends or off the hours on weekdays. The Company hereby provides advanced Notice for routine scheduled maintenance as needed.

The Company in its sole discretion may take the Service down for unscheduled maintenance and in that event will attempt to notify Client in advance in accordance with the Notice section set forth below. Such unscheduled maintenance will be counted against the uptime guarantee.

Updates/Notice

This Service Level Agreement (SLA) may be amended by The Company, in its discretion, but only after providing thirty (30) day notice. Notices will be sufficient if provided to a user designated as an administrator of your account either: (a) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen, or (b) by email to the registered email address provided for the administrator(s) for Client’s account.

Exclusion of Sandbox and Beta Accounts

Product sandbox, beta, pilot and debugger and other test environments are expressly excluded from this or any other service level commitment.

Support Hours

Client support is available Monday-Friday’s from 5am -6pm Pacific, [excluding holidays](#).

Live-Production Incident Handling – Standard Support

The following incident handling and time frames are applicable to live-production environments only. Client will designate personnel who will interface with The Company’s Client Support Department.

1. On Line Self Support: The Company will provide to Client at no expense an online Knowledge Base and Online Self Support Site where Client may research issues and questions, report maintenance incidents and receive information regarding new releases and patches.

2. Incident Handling: The Company will provide an incident handling mechanism for Client maintenance requests. The incident handling process will include the following:
- Access to the e-PlanSoft online ticketing system.
 - All support tickets and bug reports will be recorded in the ticketing system.
 - The Company will only respond to incidents reported via the online ticketing system.
 - Client will receive an e-mail with the assigned ticket number.
 - Bug Ticket Priority and Severity will be determined by the definitions below.
 - Support Tickets will be responded to in the order received. Initial confirmation response will occur within an Hour.
 - Enhancement Requests will be responded to in the order received. Initial confirmation response will occur within an hour. Enhancement requests are each evaluated and determined for feasibility within the products. Not all enhancement requests are implemented.

3. Bug Handling: A priority is assigned to a specific bug ticket which therefore sets the order, timing and level of effort in resolving a case:

Severity	Description of Severity	Response Time	Resolution Time
Level 1 - Critical	Critical bug occurring on production system preventing business operations. <u>A large number of users</u> are prevented from working with no reasonable workaround.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 60 minutes.	Upon confirmation of receipt, The Company begins continuous work on the problem and will put forth the effort to provide a workaround, fix, or estimated completion date within 72 hours after the problem has been diagnosed and/or replicated or provided there is a client representative available to assist with issue diagnosis and testing during the resolution process.
Level 2 - High	Major bug occurring on production system severely impacting business. A large number of users are impacted by issue, but they are still able to work in a limited capacity.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 2 business days.	Upon confirmation of receipt, The Company will put forth the best effort to provide a workaround or fix or estimated completion date within 14 business days after the problem has been diagnosed and/or replicated.
Level 3 - Medium	A bug causing a partial or non- critical loss of functionality on production system. A small number of users are affected.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 5 business days.	Upon confirmation of receipt, The Company will put forth the best effort to provide a workaround or fix or estimated completion date within 21 business days after the problem has been diagnosed and/or replicated.
Level 4 - Low	A bug occurring on non- production system or question, comment, feature request, documentation issue or other non-impacting issue.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 7 business days.	Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.

Definitions:

- Bug - A software bug is a flaw, failure, error or fault in a computer software or system that causes it to return unexpected or incorrect results.
- Enhancement Request - An enhancement request is for additional product functionality or changed behavior beyond the current intended behavior of the Maintained Software.

- Technical Support - General software support (How to) for the e-PlanSoft software products that are not bugs or enhancement requests.