



## NjevityToGo SERVICE LEVEL AGREEMENT (SLA)

### NOTICE TO ALL CLIENTS:

TO QUALIFY FOR THE BELOW SET FORTH ENTITLEMENTS CLIENT MUST FULLY COMPLETE ALL REQUIRED CLIENT CONTACT INFORMATION FORMS.

CUSTOMERS THAT HAVE SIGNED AN SLA WAIVER AND/OR HAVE RECEIVED ADMINISTRATIVE RIGHTS TO THEIR SERVERS AND/OR DATABASES ARE NOT ELIGIBLE TO RECEIVE SERVICE CREDITS.

### **1. Application Uptime Guarantee.**

NJEVITY offers the following guarantees on Production Environments so long as the system is not under a previously scheduled maintenance window:

- a) ERP/CRM Core Services: 99.9% uptime
- b) Reporting, Analytics and BI Services: 99% uptime

NJEVITY's physical server infrastructure is configured for High Availability utilizing Microsoft Hyper-V and Microsoft best practices so that there is not a single point of hardware failure capable of causing significant downtime or service outages. In the event that one of the Hyper-V Servers fail, all virtual machines running on the failed server will automatically failover to the non-failed Hyper-V servers. This process should complete in less than 5 minutes. Additionally, NJEVITY will configure affinity rules to ensure that redundant VMs (such as Active Directory, IIS, RD Gateway Servers) are never all running on the same physical server. This will ensure that even while VMs are in the process of failing over, there will be non-failed VMs capable of handling service requests.

If a failover event occurs, NJEVITY will replace the hardware components that caused the failover as described above, ensure that the hardware is functioning properly, and then: (a) return all VMs to the physical server upon which they were running prior to the failover event; (b) ensure that all services are running properly and that all VMs have rejoined their farms for all of the VMs that experienced failover; (c) assist with any Dynamics issues directly caused by the failover.

### **2. System Monitoring.**

NJEVITY provides 24/7/365 monitoring of all production Hardware, Operating Systems (CPU, Memory, Disk Utilization), and Key Dynamics Services utilizing a redundant infrastructure that is based on the Microsoft System Center monitoring engine. Unless otherwise indicated, polled health checks occur at five (5) minute intervals. In the event that an alarm is generated, NJEVITY will take the appropriate corrective action.

### **3. Managed Data Protection Services.**

All Data Protection Services are provided by Microsoft Data Protection Manager for the purpose of transferring copies of Customer VMs, SQL Databases and files located in Customer's Shared Storage folder from the target host to the NJEVITY Backup Systems.

Unless specified otherwise, all data protected by Managed Data Protection Services is stored on hard-disk based technology.

Backups of SQL Databases and Shared Storage are

- a) made nightly and retained for 28 days;
- b) off-sited to the Microsoft Windows Azure Cloud weekly;
- c) archived once per week with a 4 week retention;
- d) archived once per month with a 12 month retention;
- e) archived once per year with a 7 year retention.

Hyper-V Virtual Machines are backed up weekly in the event that bare metal restores are required. Further, NJEVITY will periodically perform test restores to test and validate the backups.



In no event shall NJEVITY have an obligation to retain backup Data beyond these Backup Retention Terms. If Customers require retention of protected data beyond these terms, it is Customer's responsibility to make arrangements with NJEVITY prior to the end of the Backup Retention Term to extend the term. If Customers require more frequent backups of SQL Databases and/or Shared Storage, it is Customer's responsibility to make such arrangements with NJEVITY.

NJEVITY will initiate restores for Customer requested data sets during normal business hours within thirty (30) minutes from the time the request is received so long as the system is not under a previously scheduled maintenance window.

NJEVITY guarantees that restore requests for backup jobs where Customers have received acknowledgement that the backup operation was successful will be restored 100% of the time.

#### **4. Service Packs, Hotfixes and Upgrades.**

Customer is entitled to the latest versions of Windows, SQL Server, Microsoft Office, and Dynamics if they are part of your monthly subscription. NJEVITY is responsible for applying Hotfixes and Service Packs for Windows, SQL, and Office during quarterly Scheduled Maintenance Windows at no additional cost. NJEVITY will apply major version upgrades of Windows, SQL and Office at Customer's request and at no additional charge provided that those Major Versions are compatible with Customer's Dynamics Applications. Application of Service Packs, Hotfixes and Upgrades of Dynamics and related 3<sup>rd</sup> Party Software will be applied at Customer's request as a billable project and are performed, tested and validated in conjunction with Customer staff utilizing NJEVITY's standard Dynamics Upgrade Methodology.

All work defined in this paragraph will be conducted during Scheduled Maintenance Windows.

Customer is required to upgrade to supported Versions of all software prior to Microsoft's discontinuation of support for those software versions.

If Customer's environment includes customizations including but not limited to java scripts, plug-ins, 3<sup>rd</sup> party applications, custom compiled code, and/or custom reports, it is Customer's responsibility to test, validate and remediate (if necessary) these custom components when upgrades are applied.

#### **5. The NjevityToGo Data Center.**

NJEVITY's Data Center is SSAE-16 SOC 2 Type II and SOC 3 certified and has:

- a) Gigabits of blended Internet Bandwidth over multiple diverse Tier 1 providers;
- b) Three separate utility feeds with diverse substation pathing;
- c) 3600KW of on-site generator capacity at N+1 redundancy with 50+ hours of full load on-site fuel supply to ensure continuous operation during utility power failure;
- d) N+1 redundant UPS infrastructure;
- e) N+1 redundant cooling and humidification systems;
- f) 24/7/365 on-site security and NOC staff;
- g) Alarm system with secure video surveillance throughout the facility;
- h) Multi-level access authorization with man-trap, biometric verification and security controlled access level assignment;
- i) Off-site alarm monitoring and fire department dispatch;
- j) Multi-zoned fire and smoke particle detectors;
- k) Pre-action dry pipe fire suppression system;
- l) 2048-bit SSL Encryption

#### **6. Service Credits.**

Dynamics Core Service Availability for Production Environments. In the event that NJEVITY fails to meet the financially backed 99.9% uptime guarantee within any given month, and NJEVITY determines in its reasonable judgement that such downtime was caused for reasons within NJEVITY's reasonable control and not as a result of any action or inaction of Customer or any third parties, NJEVITY will issue a service credit to CUSTOMER as follows:

Total Monthly Availability %	Service Credit
< 99.9%	5% of Monthly Fee
< 99.5%	10% of Monthly Fee
< 98%	25% of Monthly Fee

- To be eligible to receive a credit, Customer must notify Njevity Support while the downtime is occurring.
- To receive any applicable credits, Customer must request the credit of NJEVITY Customer Service within five (5) business days from the time the downtime was initially reported. Additionally, Customer must provide all reasonable details regarding the Claim, including but not limited to, detailed description of the Incident, the duration of the Incident, the number of affected users and the locations of such users and any attempts made by Customer to resolve the Incident. NJEVITY will contact Customer to review the status of the credit request and to determine the applicable credit, if any, due Customer.
- NJEVITY will make a decision regarding the issuance of a credit within 30 calendar days from receipt of a credit request from CUSTOMER.
- The Service Credit will be applied to the next monthly subscription invoice issued after the credit request has been approved.

4. That are related to work being performed outside of a scheduled maintenance window at CUSTOMER'S request;
5. That are caused by bugs within an application that was not developed by NJEVITY;
6. That arise through CUSTOMER'S use of non-current versions of the applications;
7. That arise from third party application registration policies;
8. Having to do with work-in-process and/or application issues that do not prevent the overall use of the application.
9. That resulted from actions or inactions by CUSTOMER or CUSTOMER'S employees, agents, contractors, or vendors, or anyone gaining access to NJEVITY's network by means of CUSTOMER'S passwords or equipment;
10. That were caused by CUSTOMER'S use of the Service after NJEVITY and/or Microsoft advised CUSTOMER to modify its use of the Service, if CUSTOMER did not modify its use as advised;
11. Intermittent periods of Downtime that are five minutes or less in duration.

**Downtime does not include the following performance or availability issues that may affect the Service:**

1. The period of time when the Service is not available as a result of Scheduled Downtime;
2. That resulted from CUSTOMER'S or third party hardware, software or services;
3. That are directly related to the installation of an application upgrade and/or patch;