



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. Compliance and Security.

The NjevityToGo environment is SOX compliant and undergoes annual, independently conducted SSAE-18 SOC1 Type II audits to address internal controls and security.

NJEVITY provides 24/7/365 monitoring of all production Hardware, Operating Systems (CPU, Memory, Disk Utilization), and Key Dynamics Services. We also employ EDR and XDR technology, in conjunction with our Cybersecurity Partners, to monitor the environment for malware and suspicious activities. In the event that an alarm is generated, NJEVITY will take the appropriate corrective action.

The NjevityToGo environment also undergoes annual external penetration tests conducted by a group of White Hat Hackers to test the security of all external endpoints. NJEVITY works proactively with our team of White Hat Hackers to assess and remedy any detected vulnerabilities to ensure that the NjevityToGo cloud is safe and secure.

If a breach were to occur, NJEVITY will notify the impacted customers within 48 hours of discovering the breach. We will immediately contact our emergency breach notification contact provided by our Cyber Insurance partners and work with them to engage the appropriate authorities, to engage our cyber incident response team, to diagnose and determine the impact of the breach, and to take the appropriate corrective and recovery actions.

2. Service Packs, Hotfixes and Upgrades.

Customer is entitled to the latest versions of Windows Server, SQL Server, Microsoft Office,

and Dynamics if they are part of your monthly subscription.

Hotfixes, service packs and updates for Windows, SQL Server and Microsoft Office may be applied at Njevity's discretion within a scheduled maintenance window at no additional cost.

NJEVITY will apply major version upgrades of Windows and SQL Server at Customer's request and at no additional cost provided that those major versions are compatible with Customer's Dynamics Applications.

Application of Service Packs, Hotfixes and Upgrades of Dynamics and related 3rd Party Software will be applied at Customer's and/or Customer's Partner's request at a mutually agreeable time as a billable project and are performed, tested and validated in conjunction with Customer and/or Partner staff.

However, Customer must elect to upgrade to supported versions of all software in use by Customer prior to the discontinuation of support by the Publisher. This is required to prevent exploits in older software versions from being used by bad actors to breach the security of the environment.

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

3. Backup and Retention Policy

We perform regular restore testing and validation of the backups that we create to ensure our ability to successfully restore these backups.

We will initiate restores for Customer requested production data sets during normal business hours within 30 minutes from the time the request is received via support@njevity.com so long as the system is not under a previously scheduled maintenance window.

We guarantee that restore requests for backup jobs that completed successfully will be restored 100% of the time. Under no circumstances shall Njevity have an obligation to retain backup data beyond the retention periods outlined below or after a customer leaves the NjevityToGo cloud.

We backup production SQL Databases, Customer Shared Storage and Virtual Machines to an onsite datastore that is replicated to an off-site cloud on a daily basis. If you would like test, sandbox or other non-production assets backed up, these can be added to your contract for an additional fee (contact sales@njevity.com). Once added to your contract, we will treat these Non-Production assets as if they were production assets.

SQL Backups are created and retained on the following Schedule:

- a) Daily backups are made once per day and retained for 14 days;
- b) Weekly backups are made once per week and retained for 4 weeks;
- c) Monthly backups are made once per month and retained for 12 months;
- d) Annual backups are made once per year and retained for 2 years.

For customers that desire more frequent backups of their SQL Databases, we offer an Advanced SQL Backup Service that upgrades our standard nightly backups to hourly backups for all production databases within a particular SQL Instance.

If you would like to keep your data longer than our standard retention schedule, contact our support

team at support@njevity.com for more information regarding how this can be accomplished.

Partners can make manual SQL backups of their Customers' Dynamics GP Databases to local storage in the NjevityToGo cloud at any time (pre and post year end close, for example) and keep them for as long as the customer is willing to pay for the storage space. These SQL backups will be backed up by Njevity and retained according to the schedule outlined above. The manual backups can be deleted at any time by the Customer's Partner.

4. Application Availability and Uptime.

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% uptime
- b) Reporting, Analytics and BI Services: 95% uptime

VPN Tunnels do not have an uptime guarantee given their reliance upon customer hardware that is outside of the Njevity's ability to manage and control

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. 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.

5. 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%	5% of Monthly Fee
< 98%	10% of Monthly Fee
< 95%	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.

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;
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.