

SERVICE LEVEL ADDENDUM

1. Scope of the Addendum

1.1 Overview. This Service Level Addendum (“**Addendum**”) describes the standard software as a service and support levels currently offered by Host Analytics to its Clients who have executed the Host Analytics Master Subscription Agreement (“**Agreement**”) or agreed to be bound thereby. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Agreement.

1.2 Definition of Services. This Addendum describes the availability of the Application Services and support offered by Host Analytics for the Host Analytics Products that are identified on Host Analytics Product Order Forms and installed on a server(s) managed by Host Analytics and accessible to Client’s Users over the Internet.

1.3 Instances. Host Analytics maintains the following two application instances for its Clients:

- Production Instance:** Used by Client Users from the Client organization for accessing and using Host Analytics Products.
- Test Instance:** Used by clients for testing User configuration changes, training its internal personnel on Product functionality

1.4 Service Availability & Scheduled Maintenance.

- Host Analytics will use commercially reasonable efforts to provide availability to the Application Services on the Production Environment 99.5% of the time calculated as follows [(total-non-excluded-excluded)/(total-excluded)] ≥ 99.5%, assuming the following exclusions:
 - ⚡ Maintenance and upgrade downtime;
 - ⚡ Test Environment downtime;
 - ⚡ Any unavailability caused by circumstances beyond Host Analytics’ reasonable control, including without limitation, acts of God, strikes or other labor disturbances, war, whether declared or not, sabotage, and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by Host Analytics, computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Host Analytics’ possession or reasonable control, and including denial of service attacks against internet infrastructure providers;
- Should Host Analytics fail to make the Application Services available as set forth in this Section above (“SLA Noncompliance”) in a calendar month, Client may continue to use the Application Services and receive a credit of prepaid subscription fees equal to one twelfth (1/12) of the annual subscription amount. To request the credit for SLA Noncompliance, Client must submit in writing a request for credit to support@hostanalytics.com within (60) days of the occurrence. Any such request should contain a detailed description and account of the reported occurrence. All claims will be verified against Host Analytics system records. Should Host Analytics dispute any period of unavailability alleged by Client, Host Analytics will provide to Client a record of Application Services availability for the applicable period. Host Analytics will provide such records only in response to claims made by Client in good faith. Should Host Analytics in addition fail to make the Application Services available as set forth in Section above for three (3) consecutive calendar months, Client may terminate the Agreement by providing notice of termination in accordance with the Agreement, in which case Host Analytics will refund to Client any prepaid fees for the remainder of the Subscription Term following the date of termination reduced by the amount of SLA Noncompliance credits paid to Client. The remedies described in this paragraph shall be the sole remedies available to Client for SLA Noncompliance.

2. Levels of Support & Availability

2.1 Standard Support. Host Analytics Standard Support provides online case submissions with business-hour support providing call-back responses to Client issues and cases. All Host Analytics Clients receive Standard Support which includes:

- On-line support through Host Analytics Customer Portal
- On-line case submission
- Two (2) Authorized Support Contact
- Under four (4) hour call-back response time
- Coverage from 8:00 AM to 6:00 PM (Customers selected time zone from options below) Monday through Friday, excluding holidays
 - USA Pacific Time
 - USA Eastern Time
 - USA Central Time
 - European (UTC)
 - Australia (AEST)

2.2 Premium Support. Host Analytics Premium Support provides for an enhanced level of support available to Host Analytics Clients who have subscribed to the Premium Support service. Premium Support includes:

- Standard Support
- Toll-free telephone support
- Under two (2) hour call-back response time
- Four (4) Authorized Support Contacts
- 24 x 7 Critical Phone Support
- Two (2) Hours of Annual Training
- Coverage from 8:00 AM to 8:00PM (Customers selected time zone from options below) Monday through Friday, excluding holidays
 - USA Pacific Time
 - USA Eastern Time
 - USA Central Time

- European (UTC)
- Australia (AEST)

3. Exclusions, Review & Validity of Addendum

3.1 Review. The services described in this Addendum will be reviewed and amended from time to time by Host Analytics and the then current version of this Addendum will be made available on the Host Analytics website at <http://www.hostanalytics.com/support/sla.pdf>. Host Analytics may review and change this Addendum over time but cannot materially reduce its obligations herein without prior Client written approval.

3.2 Validity. This Addendum is valid during any Subscription Term.

3.3 Exclusions. Host Analytics will use reasonable commercial efforts to resolve all support requests submitted by Client as set forth in Section 2 above, except for issues reported to the extent due to the following factors:

- Changes in the User environment on the Client workstation to unsupported software or hardware. The software and hardware currently supported by Host Analytics can be found [here](#).
- Where Client has used the Application Services in a manner other than in accordance with the Documentation
- Problems created as a result of Client's changes to Client's software, operating systems or hardware, telecommunications problems or as a result of customized changes to the Application Services unless such changes were previously agreed, in writing, by Host Analytics
- Host Analytics shall have no obligations under this agreement during any period in which Client is in material breach of the Agreement, including any period in which Client has failed to meet its payment obligations there under

4. Additional Value Added Services

4.1 Application Performance. Host Analytics will continually monitor application performance from multiple perspectives and provide support under this Addendum to rectify and return to normal service and performance as described in the Documentation. Components that Host Analytics continuously monitor for performance include but are not limited to:

- Page Build Time
- Planning Template Load Time
- Planning Template Save Time
- Report Query Execution Time
- Network Traffic
- Client Machine Operation Time

If at any time Host Analytics identifies a concern with any of the monitored performance points, Client will be notified in writing and a support case will be opened to track the resolution of the issue.

4.2 Service Hosting Infrastructure. As a cloud-based EPM solution, the Host Analytics trust team understands that data integrity is paramount in today's Enterprise environment. It is for this reason that we strive to provide Enterprise class data security and system availability. Details of this can be found at trust.hostanalytics.com.

4.3 Data Backup Processes. Host Analytics' Client database backup processes include scheduled hourly incremental backups and weekly full backups. It is Host Analytics' policy to maintain Client backup data for 28 days. A Client application environment can typically be restored in hourly increments up to last 24hrs upon request.

4.4 Catastrophic Disaster Recovery. Host Analytics operates a secondary data center location that is located a minimum of three hundred and fifty (350) miles from the primary service data center. The secondary data center has been audited and validated to have controls, capacity & connectivity equal to or greater than the primary service data center. In the event that a catastrophic loss occurs to the primary service data center, Host Analytics will initiate recovery within eight (8) hours of the event to recover Client applications to the secondary data center as detailed in the Host Analytics' disaster recovery plan. The recovery process to the secondary data center is tested no less than once per calendar year. Client data will be recovered to the time of the last backup which will be the most recent hourly backup successfully shipped, received and processed at the recovery data center which shall not be more two (2) hours. The objective for Client's "return to operations" is within four (4) hours after the recovery process was initiated.