

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 Planful to its Clients who have executed the Planful 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 Planful for the Planful Products that are identified on Planful Product Order Forms and installed on a server(s) managed by Planful and accessible to Client’s Users over the Internet.
- 1.3. **Instances.** Planful maintains the following two application instances for its Clients:
- Production Instance: Used by Client Users from the Client organization for accessing and using Planful Products.
- Test Instance: Used by clients for testing User configuration changes, training its internal personnel on Product functionality
- 1.4. **Service Availability & Scheduled Maintenance.**

Planful 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 Planful’s 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 Planful, computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Planful’s possession or reasonable control, and including denial of service attacks against internet infrastructure providers;

Should Planful 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@planful.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 Planful system records. Should Planful dispute any period of unavailability alleged by Client, Planful will provide to Client a record of Application Services availability for the applicable period. Planful will provide such records only in response to claims made by Client in good faith. Should Planful 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 Planful 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. Current Levels of Support & Availability

- 2.1. The **Essential & Pro Support** plans are the only available support plans offered to any new Planful Clients who have entered into an **Agreement** with Planful at any time after July 1, 2019.
- 2.2. **Essential Support.** Planful Essential Support provides for an enhanced level of support available to Planful Clients who have subscribed to the Essential Support service. Essential Support includes:
- On-line support through Planful Customer Portal
 - On-line case submission
 - Four (4) Authorized Support Contact
 - Under four (4) hour call-back response time
 - 24 x 7 Critical Phone Support
 - 1 Sandbox environment
 - Coverage from 6:00 AM to 6:00PM (Customers selected time zone from options below) Monday through Friday, excluding holidays
 - o USA Pacific Time
 - o European (UTC)
 - o Australia (AEST)
- 2.3. **Pro Support.** Planful Pro Support provides for an enhanced level of support available to Planful Clients who have subscribed to the Pro Support service. Pro Support includes:
- On-line support through Planful Customer Portal
 - On-line case submission

Four (4) Authorized Support Contact

Dedicated Support Consultant

Under two (2) hour call-back response time

24 x 7 Critical Phone Support

3 Sandbox environments

Coverage from 6:00 AM to 6:00PM (Customers selected time zone from options below) Monday through Friday, excluding holidays

- o USA Pacific Time
- o European (UTC)
- o Australia (AEST)

3. Grandfathered Levels of Support & Availability

- 3.1. The **Standard & Premium Support** plans were only available to Planful clients who entered into an **Agreement** with Planful prior to June 30, 2019. They are not available to new Planful clients and exist in this document only for the reference of existing, grandfathered Planful clients.
- 3.2. **Standard Support.** Planful Standard Support provides online case submissions with business-hour support providing call-back responses to Client issues and cases. All Planful Clients receive Standard Support which includes:
- On-line support through Planful Customer Portal
 - On-line case submission
 - Two (2) Authorized Support Contact
 - Under four (4) hour call-back response time
 - Coverage from 6:00 AM to 6:00 PM (Customers selected time zone from options below) Monday through Friday, excluding holidays
 - o USA Pacific Time
 - o European (UTC)
 - o Australia (AEST)
- 3.3. **Premium Support.** Planful Premium Support provides for an enhanced level of support available to Planful 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 6:00 AM to 6:00PM (Customers selected time zone from options below) Monday through Friday, excluding holidays
 - o USA Pacific Time
 - o European (UTC)
 - o Australia (AEST)

4. Exclusions, Review & Validity of Addendum

- 4.1. **Review.** The services described in this Addendum will be reviewed and amended from time to time by Planful and the then current version of this Addendum will be made available on the Planful website at <http://www.planful.com/support/sla.pdf>. Planful may review and change this Addendum over time but cannot materially reduce its obligations herein without prior Client written approval.
- 4.2. **Validity.** This Addendum is valid during any Subscription Term.
- 4.3. **Exclusions.** Planful 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 Planful 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 Planful

Planful shall have no obligations under this Addendum 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

5. Additional Value Added Services

5.1. **Application Performance.** Planful 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 Planful 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 Planful 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.

5.2. **Service Hosting Infrastructure.** As a cloud-based FP&A solution, the Planful 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 <https://planful.com/trust/>

5.3. **Data Backup Processes.** Planful's Client database backup processes include scheduled hourly incremental backups and weekly full backups. It is Planful's 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.

5.4. **Catastrophic Disaster Recovery.** Planful 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, Planful will initiate recovery within eight (8) hours of the event to recover Client applications to the secondary data center as detailed in the Planful's 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 than two (2) hours. The objective for Client's "return to operations" is within four (4) hours after the recovery process was initiated.