

## **Service Level Agreement (SLA)**

## **COMPLIANCE AND SECURITY**

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

The PowerGP Online environment undergoes annual external penetration test conducted by a group of White Hat Hackers to test the security of all external endpoints. The PowerGP Online team works proactively with our team of White Hat Hackers to asses and remedy any detected vulnerabilities to ensure that the PowerGP Online cloud is the safest, most secure cloud for Dynamics GP Customers.

Further, the PowerGP Online internal networks are segmented and secured to isolate key environmental components. We also require that all accounts with administrative access use Multi-Factor Authentication. This mitigates the risk that a bad actor could compromise an administrative account and ensures that, in the unlikely event that a breach occurred, the breach would be limited in scope.

If a breach were to occur, the PowerGP Online team 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.

### MICROSOFT AZURE SERVICE DEPENDENCIES

While all editions of PowerGP Online are built on top of the Microsoft Azure Identity Management Framework, each edition utilizes different elements of the Azure Services. The following chart indicates which Azure Services are utilized by each PowerGP Online Edition (additional licensing fees may apply.) Information on the Compliance and Service Level Agreements for Azure can be found here:

- Service Level Agreement: <a href="https://azure.microsoft.com/en-us/support/legal/sla/">https://azure.microsoft.com/en-us/support/legal/sla/</a>.
- Compliance: <a href="https://www.microsoft.com/en-us/trustcenter/compliance/complianceofferings">https://www.microsoft.com/en-us/trustcenter/compliance/complianceofferings</a>

Azure Service / PowerGP Online edition	Basic	Standard	Premium	Premium+	BYOL
Azure Active Directory	<b>(</b>	<b>U</b>	<b>U</b>	<b>(</b>	<b>(</b>



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Azure Service / PowerGP Online edition	Basic	Standard	Premium	Premium+	BYOL
Multi-Factor Authentication*	<b>U</b>	<b>U</b>	<b>U</b>	<b>U</b>	<b>U</b>
Office365 ProPlus			Ů	<b>O</b>	<b>U</b>
Power BI^	<b>U</b>	<b>U</b>	Ů	<b>O</b>	Ů
Power Apps^	<b>U</b>	<b>U</b>	Ů	<b>O</b>	<b>U</b>
Flow^	Ů	<b>U</b>	Ů	<b>O</b>	Ů
Azure Virtual Machines	<b>U</b>	<b>U</b>			
Azure Cloud Service Endpoints	<b>U</b>	<b>U</b>			
Azure Load Balancers	Ů	Ů			

<sup>\*</sup>Multi-Factor Authentication is an optional add-on to User Subscriptions in any PowerGP Online Edition.

## **APPLICATION AVAILABILITY AND UPTIME**

PowerGP Online Edition	<b>Uptime Guarantee</b>	Financially Backed
Basic	99.5%	No
Standard	99.5%	Yes
Premium	99.9%	Yes
Premium+	99.9%	Yes
BYOL	99.9%	Yes



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<sup>^</sup>Use of these Azure Services requires a PowerGP Connect Subscription for each user.



## POINT TO POINT VPN TUNNELS

Njevity does not provide an uptime guarantee on point to point VPN tunnels given their reliance upon customer hardware that is outside of Njevity's ability to manage, maintain and control.

## **SERVICE CREDITS**

In the event that one of our financially backed PowerGP Online Editions fails to meet the stated uptime guarantee within any given month, and PowerGP Online determines in its reasonable judgement that such downtime was caused for reasons within PowerGP Online's reasonable control and not as a result of any action or inaction of Customer or any third parties, PowerGP Online will issue a service credit as follows:

Total Monthly Availability %	Service Credits
<99.5%	5% of Monthly Fee
<99.0%	10% of Monthly Fee
<98.0%	25% of Monthly Fee

- To be eligible to receive a credit, Customer must notify PowerGP Online Support while the downtime is occurring and must request the credit of PowerGP Online Customer Service within three (3) 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, and the number of affected users.
- PowerGP Online will make a decision regarding the issuance of a credit within 30 calendar days from receipt of the credit request.
- The Service Credit will be applied to the next monthly subscription invoice issued after the credit request has been approved.
- 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.

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

- That occur when the Service is not available as a result of Scheduled Downtime;
- That result from Customer or third-party hardware, software or services;
- That are directly related to the installation of an application upgrade and/or patch;



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- That are related to work being performed outside of a scheduled maintenance window at Customer's request;
- That are caused by bugs within an application that was not developed by PowerGP Online;
- That are related to work-in-process and/or application issues that do not prevent the overall use of the application.
- That result from actions or inactions by Customer or anyone gaining access to PowerGP Online's network by means of Customer's passwords or equipment;
- That are caused by Customer's use of the Service after PowerGP Online and/or Microsoft advised Customer to modify its use of the Service, if Customer did not modify its use as advised;
- Intermittent periods of Downtime that are five minutes or less in duration.

## **Backup and Retention Policy**

PowerGP Online performs regular restore testing and validation of the backups that we perform to ensure our ability to successfully restore these backups. We will initiate restores for Customer requested data sets during normal business hours within 30 minutes from the time the request is received via our support portal, so long as the system is not under a previously scheduled maintenance window.

PowerGP Online guarantees that restore requests for backup jobs that completed successfully will be restored 100% of the time.

## **BASIC AND STANDARD EDITIONS**

#### **SOL Databases**

PowerGP Online uses the SQL Agent to backup SQL Databases to Azure Storage Accounts. We make Backups on the following Schedule:

Backup	When Made	Retention
Nightly Backups	Every Night	30 Days
Monthly Backups	Evening of 1st Day of each Month	12 Months
Annual Backups	Evening of Jan 1 <sup>st</sup>	1 Year

### **Virtual Machines**



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PowerGP Online uses the Azure Recovery Services Vault for backing up Azure Virtual Machines. We make Backups of Azure Virtual Machines on the following Schedule:

Backup	When Made
Nightly Backups	Every Night

## PREMIUM, PREMIUM + AND BYOL EDITIONS

PowerGP Online's Remote Desktop Editions use Microsoft Data Protection Manager (DPM) to backup SQL Databases, Customer Shared Storage Folders, and Virtual Machines to on onsite datastore.

The onsite datastore and Data Protection Servers are segregated from the rest of the PowerGPOnline network and the datastore is only accessible from the Data Protection Servers to isolate and protect the backups from ransomware attacks.

#### **SQL** Databases

PowerGP Online uses the SQL Agent to backup all SQL databases to the B: drive on a nightly basis. We then use DPM to backup those SQL Databases to an onsite datastore where they are kept for 28 days and archived for longer periods of time according to the following archival schedule. These database backups are transferred to a Microsoft Azure Storage Account on a weekly basis.

We make and archive Backups on the following Schedule:

Backup	When Made	Retention
Daily Backups	One per Day	28 Days
Weekly Backups	One per Week	4 Weeks
Monthly Backups	Once per Month	12 Months
Annual Backups	One per Year	7 Years

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



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#### **Customer Shared Storage Folder**

PowerGP Online Remote Desktop Editions allocates every customer a Shared Storage Folder. A shortcut to this folder is located on each User's Desktop. Files stored in the Shared Storage Folder are accessible to all of Customer's Users that have access to the Remote Desktop Server. We recommend that Customer store important files that need to be regularly backed up in this Shared Storage Folder and not on any of the drives connected to the Remote Desktop Server.

We make and archive Backups on the following Schedule:

Archive	When Made	Retention
Daily Backups	One per Day	28 Days
Weekly Backups	One per Week	4 Weeks
Monthly Backups	Once per Month	12 Months
Annual Backups	One per Year	7 Years

#### **Virtual Machines**

PowerGP Online uses Microsoft Data Protection Manager to backup our Virtual Machines on a weekly basis. These files are kept in an onsite datastore for 7 days.



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