

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.

PowerGP Online 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, the PowerGP Online team will take the appropriate corrective action.

The PowerGP Online environment also undergoes annual external penetration tests 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 assess and remedy any detected vulnerabilities.

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 24 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.

The PowerGP Online team and our Cybersecurity partners are focused on ensuring that the PowerGP Online cloud is the safest, most secure cloud for Dynamics GP Customers.

SERVICE PACKS, HOTFIXES AND UPGRADES

Customer is entitled to the latest versions of Windows Server, SQL Server, Microsoft 365 Apps for Enterprise (Office Apps), and Dynamics if they are part of your monthly subscription.

Hotfixes, service packs and updates for Windows, SQL Server, Microsoft 365 Apps for Enterprise and PowerGP Online features may be applied at The PowerGP Online team's discretion within a scheduled maintenance window at no additional cost.



We 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.

BACKUP AND RETENTION POLICY

PowerGP Online performs 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.

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



BASIC AND STANDARD EDITIONS

SQL Databases

PowerGP Online Basic and Standard Editions use the SQL Agent to backup SQL Databases to Azure Storage Accounts.

Backups are created and retained on the following Schedule:

Backup	When Made	Retention
Nightly Backups	Once per Day	14 Days
Monthly Backups	Once per Month	12 Months
Annual Backups	One per Year	1 Year

PREMIUM, PREMIUM+ AND BYOL EDITIONS

PowerGP Online's Remote Desktop Editions use PowerGP Protect to backup production SQL Databases and Customer Shared Storage Folders 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 databases 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 databases as if they were production databases.

SQL Databases

PowerGP Protect SQL backups are created and retained on the following Schedule:

Backup	Frequency	Retention
Daily Backups	One per Day	14 Days
Weekly Backups	Once per Week	4 Weeks
Monthly Backups	Once per Month	12 Months
Annual Backups	Once per Year	2 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.



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 on how this can be accomplished.

Partners can make manual SQL backups of their Customers' Dynamics GP Databases to local storage in the PowerGP Online 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 and retained according to the schedule outlined above. The manual backups can be deleted at any time by the Customer's Partner.

Customer Shared Storage Folder

PowerGP Online Remote Desktop Editions allocate every customer a Shared Storage Folder for User Profiles and user file storage and sharing. 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 customers store important files that need to be regularly backed up in this Shared Storage Folder and not on the C: Drive or any other drives that may be connected to the Remote Desktop Server.

Backups are created and retained on the following Schedule:

Archive	When Made	Retention
Daily Backups	One per Day	28 Days
Monthly Backups	Once per Month	12 Months
Annual Backups	Once per Year	2 Years

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: <https://azure.microsoft.com/en-us/support/legal/sla/>.
- Compliance: <https://www.microsoft.com/en-us/trustcenter/compliance/complianceofferings>



Azure Service / PowerGP Online edition	Basic	Standard	Premium	Premium+	BYOL
Microsoft Entra ID (Formerly Azure AD)					
Multi-Factor Authentication*					
Microsoft 365 Apps for Enterprise (Word, Excel, and other Office Apps)					
Power BI^					
Power Apps^					
Flow^					
Azure Virtual Machines					
Azure Cloud Service Endpoints					
Azure Load Balancers					

*Multi-Factor Authentication is an optional add-on to User Subscriptions in any PowerGP Online Edition.

^Use of these Azure Services requires a PowerGP Connect Subscription for each user.

APPLICATION AVAILABILITY AND UPTIME

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



POINT TO POINT VPN TUNNELS

PowerGP Online does not provide an uptime guarantee on point to point VPN tunnels given their reliance upon customer hardware that is outside of our team'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;



- 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.

