

## LEANDNA SERVICE LEVEL AGREEMENT

Purpose: Describe the service level and issue response for the LeanDNA Platform.

**“Scheduled Maintenance Window”** means the designated time periods during which LeanDNA may limit or suspend access to the LeanDNA Platform or software so that planned maintenance may be performed.

**“Availability of the Platform”** means Availability of LeanDNA Web Application at the AWS data center Internet connection point.

### 1. Platform Availability

#### **1.1 Hosting Facilities**

LeanDNA shall host the Content and Applications at geographically distributed hosting facilities in the United States whose services include secure data centers, infrastructure, redundant bandwidth peering, redundant power with backup generators, and environmental control systems. Hosting Facilities shall maintain annual SSAE 16 SOC 2 audits, ISO 27001:2005 security standard certification or substantial conformity with ISO 27002 code of practice or similar.

#### **1.2 Availability Target**

LeanDNA shall use commercially reasonable efforts to maintain “Availability of the Platform” **99.5%** of the time during each calendar monthly reporting period, excluding (i) Scheduled Maintenance Windows; (ii) unavailability caused by acts or omissions of Customer or its agents; (iii) unavailability caused by network unavailability or bandwidth limitations outside of the LeanDNA network; (iv) issues arising from problems in the software, firmware or hardware of LeanDNA’s sub-processors; (v) hacks, malicious introduction of viruses, disabling devices, and other forms of attacks that disrupt access to the Platform; (vi) power outages or other telecommunications or Internet failures; and (vii) events outside of LeanDNA’s control like, but not limited to: natural disasters, acts of government authority of other acts outside of LeanDNA control.

The “Availability of the Platform” for a given calendar month will be calculated according to the following formula (referred to herein as the “Availability”): Where: Total minutes in the month = TMM; Total minutes in month unavailable = TMU; and: Availability = ((TMM-TMU) x 100)/TMM. LeanDNA’s records and data will be the sole basis for all SLA calculations and determinations.

### **1.3 Scheduled Maintenance**

LeanDNA has a scheduled maintenance window for up to 2 hours on **Saturdays between 9:00AM and 7:00PM US Central Time** provided that it may change the maintenance window to a different period on advance notice to the Customer. LeanDNA makes every effort to minimize impact for Customers using the platform.

### **1.4 Emergency Maintenance**

LeanDNA reserves the right to perform any required emergency maintenance work outside of the Scheduled Maintenance window. LeanDNA will use reasonable efforts to notify the Customer before commencing any emergency maintenance outside of the Scheduled Maintenance window and will use reasonable efforts to limit impact to the Customer.

### **1.5 Service Credits**

In the event that “Availability” is below 99.5% or “Scheduled Maintenance” exceeds 8 hours in any given calendar month, the Customer is eligible for a service Credit.

A “Service Credit” is a dollar credit, calculated as set forth below, that LeanDNA may credit back to an eligible account. Service Credits are calculated as a percentage of the total subscription charges paid by you for a given month.

<b>Availability</b>	<b>Service Credit Percentage</b>
Less than 99.5 but more than 98.0	10%
Less than 98.0	25%

To be eligible, the Service Credit request must be received by LeanDNA by the end of the second week after which the incident occurred and must include:

1. the words “Service Credit Request” in the subject line;
2. the dates and times of each Unavailability incident that the Customer is claiming;
3. and Client request logs that document the errors and corroborate Client’s claimed outage.

If the Platform Availability of such request is confirmed by LeanDNA and is less than the Service Commitment, then LeanDNA will issue the Service Credit applied to future payments otherwise due from the Customer. Service Credits will not entitle the Customer to any refund or other payment from LeanDNA. LeanDNA’s failure to provide the request and other information as required above will disqualify Client from receiving a Service Credit.

## **1.6 Reporting**

Upon request, LeanDNA shall provide a monthly service availability report. Additionally, upon request, The Customer shall be provided root cause analysis (“RCA”) reports for outages. RCA reports will be delivered within 7 business days. In some cases, the RCA may be updated one or more times after it is delivered if additional information is discovered or third-party data becomes available.

## **2. Support Commitments**

### **2.1 Customer service.**

LeanDNA shall provide Customer service in accordance with the contracted support level. The information below is applicable to all support levels.

### **2.2 Designated Contacts**

The Customer must designate two (2) individuals to represent The Customer in regard to all support issues and the technical and business relationship between The Customer and LeanDNA (“Designated Contact(s)”). The Designated Contacts will be the primary decision makers for Customer for any changes, approvals, or modifications where Customer approval is needed to resolve an issue. It is The Customer’s responsibility to ensure that LeanDNA has accurate Designated Contacts in order to ensure timely issue resolution where approval is required.

### **2.3 Issue Severity Definitions & Classification**

<b>Incident Severity</b>	<b>Description</b>
Severity 1 (Urgent)	<p>A critical problem with the Platform in which any of the following occur: the Platform is down, inoperable, inaccessible or unavailable, the Platform otherwise materially ceases operation; the performance or nonperformance of the Platform prevents any useful work from being done with no work around.</p> <p>Customer resources must be made available in Severity Level 1 situations and reasonably cooperate to help resolve the issue.</p> <p>This does <i>not</i> include issues related solely to data integration with external customer systems.</p>
Severity 2 (High)	<p>An issue that disrupts important business processes where the available workaround causes significant inconvenience to</p>

	<p>Client. Examples of these could be:</p> <ul style="list-style-type: none"> <li>• A user cannot login or access system (not related to customer internal IT administration or Single Sign On)</li> <li>• Severely degraded performance</li> <li>• Primary functionality is unavailable but the system is able to operate in a severely restricted fashion.</li> </ul> <p><i>OR</i></p> <p>An issue with the ERP data integration causing complete disruption in delivery of data to the LeanDNA Platform.</p> <p>Customer technical resources must be made available to solve any issues arising from issues within customer infrastructure.</p>
<p>Severity 3 (Medium)</p>	<p>An issue that may disrupt important business processes where a workaround is available or functionality is not imperative to The Company primary business operations.</p> <p><i>OR</i></p> <p>An issue with ERP data mapping causing data misalignment for existing functionality, but data is still being refreshed daily.</p>
<p>Severity 4 (Low)</p>	<p>An issue that does not have a significant impact on the Client's business operations but may impair nonessential functions of the Service or adversely affect the use of the Service.</p> <p>This Severity also covers Ideas or suggestions to LeanDNA Platform as well as improvements and enhancements to any system connections not originally implemented.</p> <p><i>OR</i></p> <p>An issue with ERP data integration that could improve experience but not a part of the original scope and work.</p>

**2.4 Submitting Requests**

The Customer must submit Customer's request via online ticket through email ([support@leandna.com](mailto:support@leandna.com)) or the Support Portal (<http://support.leandna.com/>).

Note: On Severity Level 1 ("Severity Level 1") Issues only, LeanDNA accepts email reports to [outage@leandna.com](mailto:outage@leandna.com) or The Customer may also report Severity Level 1 Issues via the Support Portal described above.

## **2.5 Hours of Operation**

On Severity 1 Service Incidents, LeanDNA hours of operation are 24/7/365.

For all others, standard hours of operation for LeanDNA Support are 9:00 AM to 5:00 PM Central Time, Monday through Friday, excluding Federal holidays.

## **2.6 Local Language Support**

In order to provide the most consistent, high quality support to our Customers across the globe, all requests must be in English and LeanDNA will respond in kind.

## **2.7 Classification and Response Times**

Unless otherwise classified through the case portal, LeanDNA shall consider all issues to be Severity 3 by default. Upon triage, LeanDNA shall, in good faith, determine the Classification/Severity of the service incident and shall respond in accordance with the applicable Support Response Time indicated below.

Any incident that meets the Severity 1 definitions below production system outage automatically triggers a 24x7 commitment until resolution. Lower priority issues are ranked based on impact to the Customer and issue complexity. LeanDNA shall make the final determination regarding Severity Level assignment.

## **2.8 Target Resolution Times for Post Implementation Support**

LeanDNA does **not commit to specific resolution times** due to the varying levels of complexity involved in any specific issue. LeanDNA has targeted resolution timeframes specific to each Severity level and will commit appropriate resources to attempt to resolve the issue within those targeted timeframes.

### **2.8.1 Severity 1 Case Handling**

For all Level 1 severity issues (“Severity 1”), LeanDNA shall provide electronic updates to Customer regarding its progress toward resolution of Severity 1 issues at regular intervals, initially targeted to be no more than every 30 minutes (or as the parties may otherwise agree) until a resolution or work-around has been provided. Reproducible errors that cannot promptly be resolved will be escalated to LeanDNA engineering personnel for further investigation and analysis before being returned to the Customer for additional information. Updates will be provided via email or other means as agreed upon.

### **2.8.2 Support Resolution Times**

For customers with standard support agreements, these are the Target Resolution Times for the various Severities.

<b>Incident Severity</b>	<b>Response Time</b>	<b>Target Resolution Time</b>
Severity 1	Within (1) hour of receipt of issue, 24/7	4 hours
Severity 2	Within (4) hours of receipt of issue within Customer Support operating hours.	48 hours
Severity 3	Within (8) hours of receipt of issue within Customer Support operating hours.	4 weeks
Severity 4	Within (48) hours of receipt of issue within Customer Support operating hours.	No set resolution time, will update when change in status occurs.