

**SERVICE LEVEL AGREEMENT**

---

Capitalized terms used but not defined in this Service Level Agreement have the meanings given to them in the Planview Subscription Services Agreement.

**Availability Target:**

On a 24x7x365 basis, the Planview Solution will be available for access and use 99.8% of the time over each calendar month of the Subscription Period, calculated as follows:

$$\text{Availability} = \frac{\text{MM} - (\text{DM} - \text{ET})}{\text{MM}}$$

where:

**MM** is the total minutes in the applicable calendar month,

**DM** (downtime minutes) is the total minutes in the applicable calendar month during which the Planview Solution is unavailable for access and use, measured on a server-side basis, and

**ET** (excluded time) is the total minutes in the applicable calendar month during which the Planview Solution is unavailable for access and use that are caused by, result from, or relate to: (a) any acts or omissions of Customer or third parties; (b) any defects with Customer’s equipment or facilities; (c) an event of force majeure; or (d) System Maintenance.

“**System Maintenance**” means (i) planned downtime of the Planview Solution during which periodic Error Corrections or Improvements may be made and (ii) unscheduled, emergency maintenance where prompt action is required to address an urgent issue with the Planview Solution. Planview will endeavor to provide not less than 24 hours’ prior notice of planned downtime and one hour’s notice of emergency maintenance. Generally, planned downtime may occur between 12:00 a.m. and 6:00 a.m., U.S. Central Time, Australian Time, or Central European Time (as applicable based on Customer’s location).

**Remedies:**

If Customer experiences Availability issues with the Planview Solution, then Customer must submit a Support Services ticket describing the issue. If Planview fails to meet the Availability Target in any given calendar month of the Subscription Period, Planview will apply a credit to Customer’s next invoice from Planview in an amount equal to the applicable Service Credit. Planview’s monitoring and logging infrastructure is the source of truth for determining its actual Availability performance, and whether it has met the Availability Target. Availability reports will be provided to Customer upon request. To receive a Service Credit, (a) Customer must submit a Support Services ticket requesting the credit within five (5) business days after the end of the calendar month in which Planview failed to meet the Availability Target, and (b) Customer must be current on all payments to Planview and not otherwise in breach of this Agreement.

<b>Availability Percentage</b>	<b>Service Credit (% applied to the applicable month’s pro rata fees for the affected Planview Solution)</b>
99.8% or higher	0%
99.7%-99%	5%
Less than 99%	10%