

LeanSight

SERVICE LEVEL AGREEMENT (SLA)

1. OVERVIEW

1.1 Preface.

This Service Level Agreement ("SLA") lists all of the service levels that are provided by LeanSight BV ("LeanSight") with the service level targets for each. The term "agreement" in the Service Level Agreement ("SLA") implies that the service targets represent a match between the level of service desired by Hosted User and the level of service that will actually be provided by LeanSight.

1.2 Objectives.

The full utilization of service targets to document service levels is a key component to providing a continuous improvement approach to service delivery. Service targets will be reported as defined in the service level definitions so that an objective measure of quality of service can be demonstrated to Hosted User. Any service target that is not met will trigger an investigation internally within LeanSight within a reasonable period of time of the issues causing LeanSight to miss the service target. The primary objective of this SLA is to establish the relationship between Hosted User and LeanSight for LeanSight's Software as a Service (SaaS) subscription software services. The purpose of this SLA is to define a framework for providing efficient, quality services to Hosted User.

1.3 Policies.

All service targets will be reviewed on an annual basis with the intention of mutual agreement on continuously improving service targets or downward adjustment of service targets depending on the overall impact on operations or efficiency of the business.

All service targets may be periodically reviewed and evaluated by LeanSight with the intention of continuously providing reasonable services that reflect Hosted User's requirements.

For applicable service targets, only Support Incidents ("SI's") that are submitted through the LeanSight contact process will be measured and reported against service targets. In order to monitor quality of service, performance will be measured objectively, meaning that actual levels of service will be internally monitored, reported and evaluated. The results of these measurements will be used to reasonably improve the service.

Only service targets that are critical and important to Hosted User and can be readily measured will be included in this SLA. Services will be delivered based on the roles and responsibilities outlined in this SLA.

1.4 Definitions.

"Acknowledgement" is defined as LeanSight's initial reply to an incoming Hosted User communication (via phone or email) regarding performance issues.

"Available Time" is defined as the same as the uptime, i.e., the time during which

Managed Hosting services is fully operational. Only actual Downtime during the maintenance windows will be deducted from the required total Available Time.

“Downtime” is defined as any time an authorized user is unable to access Managed Hosting services except for scheduled Downtime during the maintenance windows and Downtime not caused by LeanSight.

“Managed Hosting Services” is defined as **LeanSight ®** Software as a Service (SaaS).

2. SERVICE LEVELS

2.1 Overview.

The guiding principles for this SLA are:

- Calls for support or issue resolution are properly classified as to severity and responded to within agreed parameters of those severity levels and escalated in an organized fashion.
- The applications are available when needed and support issues are addressed effectively.
- Program fixes for Priority 1 and Priority 2 issues are corrected or a reasonable work around is provided in a timely fashion.

In conjunction with these guiding principles, the following sections define the service targets that will be provided along with the associated measurement criteria, service level targets, service target grace ranges, service credit calculations, and service dependencies for each service target.

2.2 Service Definitions.

Each service description shall contain the following information:

Service Objective	Outlines the purpose of the service.
Service Description	Describes the service.
Service Target	The actual service level that LeanSight seeks to achieve.
Service Credit	Describes how Hosted User will be compensated if LeanSight does not achieve the service target. Compensation calculations are in Section 4.
Service Constraints	Outlines possible constraints for the correction of the service. Also defines input required from Hosted User and third parties.
Service Frequency	Describes the frequency of occurrence for the service.

2.3 Contact Information and Availability of Help Function.

CONTACT	CONTACT INFORMATION	AVAILABILITY
Website	http://support.trimble.com	Support Incidents can be submitted 24x7.
Email	info@leansight.itsupport@trimble.com	Support incidents can be submitted 24/7
Telephone	0031204491117 000000000000	Support Incidents can be submitted 9 A.M. to 5 P.M. Central European Time. Monday through Friday excluding holidays (as published annually by LeanSight) or the reseller in a specific country). Support Incidents can be submitted 9 A.M. to 5 P.M. PACIFIC Time. Monday through Friday excluding holidays (as published annually by LeanSight's reseller).
After hours telephone support	000000000000	Voicemail can be recorded from 5 P.M. to 9 A.M. Central European time. Monday through Friday and 24 hours per day on weekends and holidays (as published annually by LeanSight). Voicemails are acknowledged the next working day.

2.4 Priority Determination

2.4.1 Urgency Levels.

Urgency is defined as the level of priority identifying the importance of resolution as determined by Hosted User and agreed to by the LeanSight Technical Analyst. The urgency level may also be raised or lowered at any time while the SI is still in an open state. Urgency levels are defined as follows:

URGENCY LEVEL	DESCRIPTION	EXAMPLE
1	Most Urgent	The problem has a severe business impact. Users are unable to use the SaaS. Work cannot reasonably continue. This condition requires a prompt solution or workaround.
2	High	User's problem has a significant business impact. SaaS User may not be able generate relevant information until this issue is resolved.
3	Normal	While User may be experiencing some business impact, the SaaS is usable, causing some inconvenience. It may be a minor error or incorrect behavior of the SaaS, which does not significantly impede the operation of the SaaS.
4	Least Urgent	User may be requesting an enhancement and experiencing little to no business impact, SaaS is usable.

*****For SaaS users having issues that are considered critical to the operation of the system(s), immediately contact a LeanSight Support Analyst at (0031) 20-4991117 during normal LeanSight Business Hours 5 A.M. to 5 P.M. European TIME Monday through Friday(excluding holidays).*****

For issues outside of LeanSight's normal business hours, call () ***.***** to leave an emergency voicemail which will then page an on-call technician who will return your call. This will insure that LeanSight is notified of the urgency and be able to respond quickly to the issue rather than delays that may be caused through email correspondence.***

2.4.2 Severity Levels.

Severity is defined as the level of impact the issue is having on Hosted User's operational status. The LeanSight Technical Analyst assigns the severity level based on the definitions below and informs Hosted User. The severity level may be raised or lowered at any time while the SI is still in an open state. Severity levels are defined as follows:

SEVERITY LEVEL	DESCRIPTION	EXAMPLE
1	The SaaS is down and/or inoperable due to an unscheduled event. All work has stopped and the situation is causing a critical impact to Hosted User's business operations. Either twenty-five percent (25%) of Managed Hosting services's overall membership, or twenty-five percent (25%) of Hosted User's total membership, or twenty-five percent (25%) of Hosted User's project-level membership is affected. No work around alternative is available to restore lost capability.	Hosted Users cannot login
2	The use of the SaaS is severely limited due to an unscheduled event. The situation is causing a significant impact to Hosted User's business operations and productivity. Either twenty-five percent (25%) of Managed Hosting services's overall membership, or twenty-five percent (25%) of Hosted User's total membership, or twenty-five percent (25%) of Hosted User's project-level membership is affected. No work around alternative is available to restore lost capability.	1. Business critical function(s) is inoperable. 2. User has problems using the SaaS.
3	The use of the SaaS is slightly limited. The situation has impaired operations, but most business operations and productivity continue. An alternative is available.	Minor bugs.
4	The use of the SaaS or user productivity is not affected. The situation has not impaired operations, all business operations and user productivity continues.	Informational inquiries: 1. Cosmetic defects 2. Enhancement requests 3. Billing inquiries 4. Account changes 5. Requests for additional information

2.4.3. Escalating a Support Incident

LeanSight strives to offer the highest level of service for our customers. If at any time you require the assistance of a Support Manager in the handling of your Support Incident(s), please send an email to info@LeanSight.it with the following information:

- Your Support Incident Number
- Summary of the Issue
- Your Contact Information

2.4.4 Priority Determination.

A combination of both problem severity and customer urgency levels define a priority level for each SI, and hence the processes and procedures needed to address a SI. The priority level may be lowered or raised if the severity or urgency levels alter during the life of a SI. LeanSight shall have the right to: (i) make the final determination on the priority level of a SI and (ii) downgrade the priority of a SI and notify Hosted User of this action if Hosted User fails to communicate with Support Services in a timely manner.

Severity	1	1	2	2	2	3	3	3	3	4	4	4	4
Urgency	1	2	1	2	3	1	2	3	4	1	2	3	4
Priority	1	1	1	2	3	2	3	3	3	3	3	4	4

2.4.5 Acknowledgement Times.

The Acknowledgement time for SI's is based on the manner in which SI is received as set forth in the following table.

PHONE	E-MAIL	WEB	VOICEMAIL during normal service hours
Immediate	24 hours or the next business day	24 hours or the next business day	24 hours or the next business day
Appropriate for all SI's	Not recommended for severity level 1 or 2 incidents. Recommended for incidents that are less time-critical in nature	Not recommended for severity level 1 or 2 incidents Recommended for incidents that are less time-critical in nature	Not recommended severity level 1 incidents Recommended incidents that are less time-critical in nature

2.4.6 Response Times.

On acknowledgement of a Support Incident and during normal business hours, the LeanSight Technical Analyst will initiate work to verify the issue, advise the Hosted User of its plans for resolving the issue, and use commercially reasonable efforts to resolve the issue, as follows:

(1) Priority 1. LeanSight will initiate work to verify a Priority 1 issue within one (1) business day of being notified and will try to resolve it in four (4) business days. If a code modification is required, it will be prioritized for inclusion in the next scheduled maintenance release or Hot Fix.

(2) Priority 2. LeanSight will initiate work to verify a Priority 2 issue no later than the next business day and will try to resolve it in five (5) business days. If a code modification is required, it will be prioritized for inclusion in the next scheduled maintenance release.

(3) Priority 3. LeanSight will initiate work to verify a Priority 3 issue and provide a response within ten (10) business days. If a code modification is required, a planning priority will be assigned to govern when the item will be addressed in a product release.

(4) Priority 4. LeanSight will initiate work to verify a Priority 4 issue and provide a response within thirty (30) business days. If a code modification is required, a planning priority will be assigned to govern when the item will be addressed in a product release.

If an issue cannot be resolved within the times described above, LeanSight will notify the Hosted User and the parties will cooperate in good faith to arrive at a mutually satisfactory alternative. LeanSight will work diligently to resolve Priority 1 and Priority 2 defects with a work around or patch. Whenever practical, LeanSight will verbally advise the Hosted User of a workaround. If a work around does not resolve the issue, LeanSight will use commercially reasonable efforts to provide a patch.

2.5 Scheduled Maintenance.

To help avoid unscheduled Downtime and maintain system availability, LeanSight maintenance will occur at regular intervals. Currently LeanSight is utilizing the following two maintenance windows which may be expanded at LeanSight's convenience and notification is provided:

LEANSIGHT DATA CENTER (EUROPEAN TIME)

Tuesday, 9:00 P.M. Central European time -
Wednesday, 1:00 A.M. Central European time -
Saturday, 8:00 P.M. Central European time -
Sunday, 4:00 A.M. Central European time

Notification of planned Downtime during the scheduled maintenance window for LeanSight and third party hosting services will be made twelve (12) hours in advance.

Some performance degradation is acceptable during scheduled maintenance windows. During these times any Hosted Users logged into Managed Hosting services may experience a temporary inability to access the system. Access will be restored once the specific maintenance is completed.

The objective is to complete all Managed Hosting services maintenance within the designated maintenance windows. Urgent maintenance refers to efforts by LeanSight to correct Managed Hosting services application and environmental conditions which are likely to cause an unscheduled outage and/or which require immediate correction. LeanSight may undertake urgent maintenance at any time LeanSight deems necessary. LeanSight will provide notice of urgent maintenance to Hosted User as soon as commercially practicable under the circumstances. Urgent maintenance related to

issues caused by Hosted User shall not count towards Downtime.

3. SERVICE LEVEL DEFINITIONS.

3.1 Support Incident ("SI") Response and Resolution.

Service Objective	To properly handle each SI during the appropriate timeframe, throughout the SI handling process, from receipt of the request to the completion notification.
Service Description	<p>An SI is either an incident (i.e. a problem / fault) or a service request such as a request for information. An SI that comprises software change requests relating to enhancements to the application are excluded from Response and Resolution service levels.</p> <p>To arrive at one of four priority levels for a particular SI both the severity and the urgency are determined. The priority level is then used to determine the acknowledgement and resolution goals.</p> <p>Each SI is given a unique identifier when submitted and the submitter is given that identifier at the time of submission. The time that a SI remains open is calculated from the time the SI is created in the LeanSight support management system until the time the SI is closed by LeanSight. A SI is considered completed when the SI is closed or the requested information is communicated to Hosted User.</p>
Service Target	The target Acknowledgement times and escalation procedure for the various priority levels for each application are set forth in Section 2.4.4 and 2.4.5 respectively.
Service Credit	Hosted User will be eligible for credit should service availability fail to meet guidelines set in Section 4.
Service Constraints	<p>Hosted User Responsibilities:</p> <ol style="list-style-type: none">1. Assign an appropriate urgency rating to the incident.2. Perform problem determination and diagnostic activities suggested by Technical Support Services promptly and completely.3. Perform problem resolution activities as suggested by Technical Support Services.4. Provide the following information:<ul style="list-style-type: none">o Email addresso Customer nameo Name(s) of contact person(s) and contact informationo Complete problem descriptiono Incident identifier (if reporting on an existing issue)
Service Frequency	As required. Each SI will be logged within LeanSight's support

management system.

3.2 Administrative and Database Support.

Service Objective	To accomplish Administrative and Database activities in a timely manner.
Service Description	Using contact information in Section 2.3 and Severity level 3 in Section 2.4, the following actions need to be serviced: <ul style="list-style-type: none">○ Set up user accounts○ Set up databases○ Add reports○ Provide administrative support functions to database currently not available to end user○ in Managed Hosting services.○ Modify user accounts as requested
Service Target	Notify Hosted User with specific implementation schedule.
Service Credit	None
Service Constraints	Database activities and administrative functions which require system downtime will be deferred until the next maintenance period or treated as "urgent maintenance"
Service Frequency	As required

3.3 Managed Hosting Services Availability.

Service Objective	To have Managed Hosting services operational during all scheduled availability time.
Service Description	To provide Managed Hosting services for use by Hosted Users. Managed Hosting services availability includes connectivity provided by the third party service providers. A copy of third party service SLA's are available upon request.
Service Target	LeanSight seeks to achieve a scheduled available time of twenty-four hours-a-day, seven days a week (24x7), excluding scheduled maintenance Downtime, and any Downtime due to or caused by Hosted User, or caused by other forces beyond the control of LeanSight. Downtime is measured based on the total outage time of the service. Downtime exists when the service is unavailable.
Service Credit	If Downtime occurs, a service credit will be issued if the criteria of Section 4 are met. Only actual planned Downtime during the maintenance windows will be deducted from the required total available time.
Service Tool	N/A
Service Constraints	The availability of the following resources: <ul style="list-style-type: none">○ Application Servers○ LAN/WAN connectivity necessary to service Managed

- Hosting services
 - Database Servers
 - File Servers
 - Web Servers
 - IP Load Balancing Device
 - Any other related hardware needed to operate the Managed Hosting services environment
 - Any software operating system or application needed to operate the Managed Hosting services environment.

Service Frequency As per event of Downtime (planned or unplanned).

3.4 Security.

Service Objective	To provide security for the Managed Hosting services application environment.
Service Description	The Project Management and Collaboration applications within Managed Hosting services provide an integrated software security system that enables administrators to customize data access permissions for Hosted Users according to their business roles. Personal and transactional information is transmitted using Secure Socket Layer or SSL encryption.
	This service does not include physical security for the Managed Hosting services environment. A third party service provider provides physical security for the Managed Hosting services environment. A copy of third party service provider's physical security description is available upon request.
Service Target	To prevent any unauthorized access to the Managed Hosting services application environment.
Service Credit	If Downtime occurs, service credit will be issued if criterions of Section 4 are met.
Service Constraints	None.
Service Frequency	Continuous.

3.5 Server Activity and Application Performance.

Service Objective	To prevent Managed Hosting services performance degradation.
Service Description	Measure percentage of CPU, memory and disk utilization, transactions per second and cache hit ratio on each database and application server within the Managed Hosting services environment with the goal of meeting the service target.
Service Target	To maintain average server activity, measured over a twelve (12) hour period, at the following levels: Application and Database Servers

CPU utilization: 95% or less
 Memory utilization: 85% or less
 Disk storage capacity : 85% or less

Database Servers information only

Transactions per second: 500
 Cache hit ratio: falls below 94%

Once average server activity, measured over each twelve (12) hour peak period, is sustained for seven (7) consecutive business days in excess of the above levels the Managed Hosting services Operations Group shall supplement the infrastructure within forty-five (45) days thereafter to bring average server activity back down to above levels.

Service Credit	If Downtime occurs, service credit will be issued if criterions of Section 4 are met.
Service Tool	Standard Windows performance monitoring utilities and/or other third party monitoring tools.
Service Constraints	N/A
Service Frequency	Continuous

3.6 System Disaster Recovery.

Service Objective	To restore access to Managed Hosting services in a timely manner after a system component failure.
Service Description	System recovery is defined as the restoration of Managed Hosting services from unscheduled Downtime due to total system or partial component failures.
Service Target	To restore access to Managed Hosting services within eight (8) hours of a system component failure. Redundancy will be maintained for all hardware components of Managed Hosting services. LeanSight Service Targets for third party service providers available upon request.
Service Credit	If Downtime occurs, a service credit will be issued if the criterions of Section 4 are met.
Service	Constraints Fulfillment of third party service provider's obligations.
Service Frequency	Continuous.

3.7 Backup Management.

Service Objective	To properly maintain the master copies of data in order to quickly restore data in case of loss.
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Service Description	Data on file servers are backed up on Friday night of each week. Incremental backups are performed at the conclusion of each day. On database servers, daily incremental and weekly full backups are performed. Full backups are shipped offsite for storage. Full weekly backups are retained for four (4) weeks and the last weekly backup of each month is retained for twelve (12) months.
Service Target	To fully comply with the Service Description.
Service Credit	None
Service Tool	Enterprise level backup software.
Service Constraints	None
Service Frequency	As per Service Description.

3.8 Change Control.

Service Objective	To document, discuss, approve and schedule changes, modifications or enhancements to Managed Hosting services by providing communication with management, technical experts, change owners, and change implementers. To audit and track all scheduled changes.
Service Description	<p>The following are some of the changes which LeanSight may make or have made in the Managed Hosting services environment.</p> <ol style="list-style-type: none"> 1. Software upgrades and repair of defects which include, without limitation, Managed Hosting services hosting products. 2. Changes related to the operating system or server software which include, without limitation, Windows Server and SQL Server. 3. Updates which include, without limitation, applying operating systems service packs, operating systems hot-fixes and security patches. 4. Track Hosted User enhancements requests and have developers meet quarterly with Hosted User to resolve enhancement request issues. <p>Changes applied to the production environment are first tested in a quality assurance lab located in LeanSight's development office. Once the software has been released from the quality assurance lab, the Managed Hosting services operations department receives the software update and tests the upgrade in a staging lab on non-production equipment. If the software meets functional performance requirements, the software is then implemented.</p> <p>Updates are posted on LeanSight's web site that require download on a publicly accessible website and LeanSight will</p>

make available on a CD by request.

Service Target	To complete all Managed Hosting services changes within the designated maintenance windows. Urgent changes shall refer to efforts by LeanSight to correct Managed Hosting services environmental conditions which are likely to cause an unscheduled outage and which require immediate correction. LeanSight may undertake urgent changes at any time LeanSight deems necessary. LeanSight shall provide notice of urgent changes to Hosted User as soon as commercially practicable under the circumstances.
Service Credit	If Downtime occurs, a service credit will be issued if the criteria of Section 4 are met.
Service Constraints	None
Service Frequency	Continuous

4. SERVICE CREDITS

4.1 Objective.

For LeanSight to provide the necessary expertise and operational procedures to help ensure Managed Hosting services is available as provided in this SLA at all supported sites, except for and scheduled maintenance performed during the maintenance windows and other excused Downtime.

4.2 Measurement.

4.2.1 "Availability Ratio" equals the Actual Uptime for the month divided by the Scheduled Uptime for the month.

4.2.2 "Actual Uptime" is the total time Managed Hosting services is actually available to Hosted User's for the month plus utilized scheduled Downtime.

4.2.3 "Managed Hosting services Fees" is the aggregate Managed Hosting services fees owed to LeanSight by Hosted User during a calendar month in which Hosted User is entitled to a service credit.

4.2.4 "Scheduled Uptime" is twenty-four (24) hours per day, seven (7) days per week.

4.2.5 "Service Target" is to have Managed Hosting services available for use by Hosted

Users ninety-eight percent (98.00%) of the Scheduled Uptime during each calendar month excluding scheduled Downtime.

4.3 Service Credit.

For any given month, should the Availability Ratio be less than the Service Target then Hosted User shall be entitled to a service credit. The service credit shall be equal to the difference between the Service Target and the Availability Ratio times the Managed Hosting services Fees.

For example, if the Availability Ratio is .90:

$.98 - .90 = .08$

$.08 \times \text{Managed Hosting services Fees} = \text{service credit}$

In the event that Hosted User experiences Downtime for four (4) or more consecutive hours during the hours of 9:00 A.M. Central European time to 5:00 P.M. Central European time, Monday through Friday, Hosted User shall be entitled to a service credit of the fees paid for that day of Managed Hosting services service.

4.3.1 Maximum Service Credits.

In any one (1) calendar month under no circumstances will LeanSight be required to credit Hosted User service credits totaling more than the fees paid for fifteen (15) days of Managed Hosting services service. A service credit shall be applied only to the month in which the events giving rise to the service credit occurred.

4.4 Termination.

Upon the occurrence of any one or more of the following events (each a "Material Event"), Hosted User shall have the right to terminate this Agreement for some or all of its licenses to the Application and without penalty by written notice received within thirty (30) business days following the end of such occurred Material Event:

4.4.1 Extended Downtime.

Downtime occurs for a period of three (3) consecutive business days during the hours of 9:00 A.M. Central European time to 5:00 P.M. Central European time, Monday through Friday.

4.4.2 Chronic Downtime.

- (a) Downtime occurs for a period of forty (40) hours during the hours of 9:00 A.M. Central European time to 5:00 P.M. Central European time, Monday through Friday over any five (5) business day period;
- (b) Downtime occurs for any period totaling sixty (60) or more hours during the hours of 9:00 A.M. Central European time to 5:00 P.M. Central European time, Monday through Friday over any thirty (30) business day period;
- (c) Downtime occurs for any period totaling eighty (80) or more hours during the hours of 9:00 A.M. Central European time to 5:00 P.M. Central European time, Monday through Friday within a six (6) month period.