Kanso Software Service Level Agreement (SLA)

Effective Date: 8/12/2024

1. Introduction

This SLA outlines the terms and conditions under which Kanso Software provides and ensures the accessibility and support of its application. This agreement differentiates between full application accessibility and partial feature functionality to address distinct business needs.

2. Definitions

- **2.1 Application Inaccessibility:**
  - The condition where users are unable to access the Kanso Software application entirely. This includes scenarios where the application does not load, login is impossible, or critical infrastructure failures prevent any access to the system.
- **2.2 Feature Non-Functionality:**
  - The condition where specific features within the accessible application are not working as intended. This includes broken functionalities, bugs that prevent the use of particular components, and degraded performance affecting certain features but not the overall access to the application.

3. Service Levels

- ## 3.1 Application Accessibility SLA

  - ### 3.1.1 Uptime Commitment:
    Kanso Software commits to maintaining a 99%+ uptime for application accessibility, ensuring users can load and log into the application successfully.

  - ### 3.1.2 Measurement:
    Uptime is measured over a calendar month, excluding scheduled maintenance and agreed-upon downtimes.

  - ### 3.1.3 Response Time:
    In the event of application inaccessibility, Kanso Software will respond within 30 minutes and provide regular updates every hour until the issue is resolved.

  - ### 3.1.4 Resolution Time:
    Kanso Software aims to restore full application accessibility within 4 hours from the time the issue is reported.

- ## 3.2 Feature Functionality SLA

  - ### 3.2.1 Functionality Commitment:
    Kanso Software commits to ensuring that all features within the application function as intended, with a targeted functionality rate of 99.5%.

  - ### 3.2.2 Measurement:
    Feature functionality is measured over a calendar month, based on reported and verified incidents of non-functionality.

  - ### 3.2.3 Response Time:
    For incidents of feature non-functionality, Kanso Software will respond within 1 hour and provide regular updates every 2 hours until the issue is resolved.

  - ### 3.2.4 Resolution Time:
    Kanso Software aims to resolve feature non-functionality issues within 24 hours from the time the issue is reported. Complex issues requiring more time will be communicated with an estimated resolution timeline.

4. Exclusions

This SLA does not apply to:

- Scheduled maintenance periods with prior notice.
- Issues caused by factors outside of Kanso Software's control, including but not limited to natural disasters, acts of war, and network outages not attributable to Kanso Software infrastructure.
- Misuse or unauthorized modifications of the application by users.

5. Reporting and Escalation

Customers can report issues through the Kanso Software support portal or designated communication channels. Unresolved issues within the stipulated response and resolution times can be escalated to senior support management.

6. Review and Revision

This SLA will be reviewed annually or as needed to reflect changes in service delivery capabilities and customer requirements. Any amendments to this SLA will be communicated to customers with at least 30 days' notice.

7. Agreement

By using Kanso Software services, customers acknowledge and agree to the terms outlined in this SLA. This agreement is effective as of the date signed or acknowledged electronically.

8. Support Services

Kanso Software shall provide support services to customers as follows:

- **(a) Technical Support:**
  Kanso Software shall have a dedicated team of customer support technicians that are trained to support Kanso Software services and any integrations developed by Kanso Software to the Sage Intacct services.

- **(b) Application Training:**
  Kanso Software shall conduct training with respect to Kanso Software services to help provide a "quick start" process and improve the overall customer experience.

- **(c) Knowledgebase:**
  Kanso Software shall provide a knowledge base with respect to Kanso Software services where customers can access answers to frequently asked questions.

- **(d) Support Hours:**
  Kanso Software shall provide customers with the ability to contact customer support with respect to Kanso Software services, Monday through Friday from 9 AM to 5 PM (Mountain Standard Time), unless the parties consent in writing to different customer support hours.

- **(e) Response Time:**
  If a customer calls into Kanso Software's customer support services during support hours, a customer support technician will provide a phone response time to the customer of no more than 8 hours 80% of the time and an e-ticket response time of no more than 8 business hours 80% of the time. Upon Sage Intacct's request, Kanso Software will provide reporting confirming the foregoing commitment is in effect.

9. Response and Resolution Times

Kanso Software shall provide, based on the severity level of the issue (as defined below), the following customer service response and resolution times:

- **Severity Level Response/Resolution Time**
  - **Severity 1 Error:**
    Kanso Software will respond with an update within 2 hours and a resolution within 36 hours (1.5 days).
  - **Severity 2 Error:**
    Kanso Software will respond with an update within 24 hours and a resolution within 72 hours (3 days).
  - **Severity 3 Error:**
    Kanso Software will respond with an update within 48 hours and a resolution within 120 hours (5 days).
  - **Severity 4 Error:**
    Kanso Software will respond with an update within a reasonable period of time (not to exceed 10 days) and provide a resolution within a reasonable period of time (not to exceed 90 days).

10. Severity Level Error Definitions

- **Severity 1 Error:**

  A Severity 1 error consists of (i) an error or group of errors that renders Kanso Software services or a significant portion thereof unusable and no immediate means of circumvention is available, or (ii) an error in which Kanso Software services are causing damage to customer data.

- **Severity 2 Error:**

  A Severity 2 error consists of an error or group of errors that renders certain significant and fundamental features or portions of Kanso Software services unusable and no immediate means of circumvention is available to the customer.

- **Severity 3 Error:**

  A Severity 3 error consists of an error or group of errors that renders the use of Kanso Software services or any portion thereof difficult, and for which inefficient and/or inconvenient means of circumvention are available to the customer.

- **Severity 4 Error:**

  A Severity 4 error consists of an error or group of errors that can be circumvented or tolerated by the customer.

The time in which Kanso Software shall provide a circumvention or resolution of an error will be measured from the later of the identification of the error through communication from a customer or Sage Intacct, or the delivery to Kanso Software of materials required by Kanso Software to replicate the error. If the error is caused by, or directly relates to, an error or design flaw in the Sage Intacct services or the Sage Intacct system, the time in which Kanso Software will provide a circumvention or resolution of an error will be measured from the date the error or design flaw is corrected by Sage Intacct and Kanso Software receives notice of such correction.

11. Revision and Review

This Policy will be reviewed periodically to ensure its effectiveness and relevance. Kanso Software reserves the right to revise or update this Policy as needed. Authorized Users will be informed of any changes.

Using Kanso Software's network, website, or systems, Authorized Users acknowledge that they have read, understood, and agree to comply with this Acceptable Use Policy.

Date of Change	Responsible	Summary of Change
DRAFT	Kanso Software Leadership	Organization policy audit - policy creation
8/12/2024	Jeffrey Mastera	Organization policy audit - policy Adoption