



ANDERSON ZURMUEHLEN TECHNOLOGY SERVICES

SERVICE LEVEL AGREEMENT

SERVICE INCIDENT DEFINITIONS AND REPORTING PROCESS

Support Hours

Anderson ZurMuehlen Technology Services (AZTS) representatives monitor the infrastructure 24 hours per day, 7 days a week and provide infrastructure support during those “Hours of Operation”, limited on holidays. Desktop support is available during regular business hours, 7 AM – 6 PM MST, Monday through Friday (Regular Business Hours).

Holidays are defined as January 1st; New Year’s Day, Memorial Day, July 4th; Fourth of July, Labor Day, Thanksgiving Day and December 24th and 25th; Christmas Holiday.

Support Level

AZTS provides infrastructure level support, local desktop support, and virtual desktop support under this Service Level Policy. AZTS will support all applications and functionality of equipment that were installed at delivery of systems. Examples of items not covered under this agreement are:

- Maintaining and supporting technology equipment in your location.
- Contacting your vendors for any multifunction printing, phone issues etc.
- Additional software applications installed after delivery.

All support will be performed remotely. In the event that support needs to be on-site, travel costs for AZTS technicians will be assessed.

Support System

AZTS utilizes telephone, email, and an online support system for customers to submit all support incidents.

Requests for trouble or incidents may be submitted to the AZTS Help Desk in three ways;

- Via the online support system located at support.azworld.com
- Emailing support@aztechnologyservices.com
- Calling 833-447-3045.

When submitting online or email support request complete information must be provided on the web form provided by the Support System in order for the incident to be handled promptly and appropriately.

Incident Definitions

Severity levels:

- a) “Low” severity incidents. Question or enhancement request, non-critical system issue, impaired but functional. These issues typically affect one end-user, or group of users, and not the entire user-base.
- b) “High” severity incidents. Critical system event potentially resulting in completely down or severely impaired functionality with no immediate workaround, or non-critical system outage.

Performance Commitment

The Hosted Services will conform to a “Daily Availability Requirement” as defined below.

Daily Availability Requirement

The Hosted Services (via the portal) shall be available at least 99.5% of the time during the Hours of Operation. "Hours of Operation" shall mean 24 hours a day (excluding regular and emergency scheduled maintenance windows), 7 days per week. For purposes of this requirement, "Availability" shall mean that the Hosted Services are available to users over the Internet, are providing data to Customer as contemplated by the Agreement, and are functioning normally in all other material respects. The percentage of availability for any month shall equal the ratio, expressed as a percentage, of (a) the sum of (i) the number of minutes the Hosted Services via the website are available during such month plus (ii) the number of "Excluded Minutes" (as defined below), divided by (b) the total number of minutes in such month. The time measurement of "Availability" shall start when the incident is reported as an incident via the Support System by a Customer until the time that the incident is closed as corrected by AZTS.

- a) *Remedy:* If availability is less than the Daily Availability Requirement during any calendar month, due to the failure of any component of the hardware or software managed or maintained by or otherwise the responsibility of AZTS, then Customer, as an exclusive remedy, shall be entitled to a credit of one (1) day prorated Monthly Hosted Services Fee (as defined in the Cover Page) (i.e., one day prorated shall be equal to the Monthly Hosted Services Fee set forth on the Cover Page divided by 31) for each 1% by which the average actual daily availability for such month is less than the Daily Availability Requirement.
- b) *Material Breach.* A Daily Availability Requirement of 95% or less in any calendar month shall constitute a material breach for the purposes of Section 7.2(b) of the Anderson ZurMuehlen Technology Hosted Services Agreement for which Customer may, in its discretion, terminate this Agreement, in addition to entitling Customer to the credits set forth above, provided, however, termination & credits for such cause shall be an sole and exclusive remedy for Customer.

Support Response Time

- a) All incidents must first be reported to AZTS by Customer via the Support System defined in the [Support System](#) section above.
- b) An AZTS customer service representative will be available at the times noted under the [Support Hours](#) section above.
- c) AZTS will respond to all trouble incidents submitted via the Support System from Customer within four (4) hours for a Low severity incident and within one (1) hour for High severity Incidents within the [Support Hours](#) section above. The Support System will maintain logs tracking trouble incidents and responses with sufficient detail to determine nature and origin of the incident and nature and result of AZTS follow-up. Customer will have access to review trouble incidents via the Support System.
- d) *Remedy:* Should the average AZTS response times exceed four (4) hours of [Regular Business Hours](#), as computed in above, during any calendar month, Customer as an exclusive remedy, shall be entitled to a credit of one (1) day pro-rated monthly Hosted Services Fees for each two-hour period. Such credits to be in addition to any others that may apply under this Agreement.

Maintenance Window

All systems, even "High Available (HA)" systems in clustered environments, need planned downtime.

Scheduled maintenance will only be completed between the windows of 7 pm to 5 am MST on any day of the week. Work scheduled outside of this window will have sign-off with the technical

point of contact. Preventative, Adaptive, and Perfective maintenance will be scheduled during maintenance windows.

Corrective maintenance will be scheduled as needed to fix an outage with as much advanced notice as possible to the technical point of contact.

Types of Maintenance:

1. Preventative, which aims in retaining the system's capabilities before the occurrence of any problem.
2. Adaptive, which focus in adjusting a software product to properly interface with a changing environment.
3. Perfective, which refers to enhancements to the product in order to either add new capabilities or modify existing functions.
4. Corrective, which aims in restoring the defective item to the required state.

Service Credits

Customer shall have 30 days from the end of any calendar month to request credits for that month. Upon request, Customer shall receive any and all of the credits described in this Section

2. AZTS shall issue credits in the invoice to Customer in the immediately subsequent month following a support problem or decrease in availability unless the credit is due in Customer's final month of Hosted Services. In such case, the amount of the applicable credit(s) will be mailed to Customer within 45 days after Customer's final month of Hosted Services. Credits obtained by Customer may not exceed 50% of the prior 3 calendar months average service charges for Hosted Network Services.

Exclusions

Outage computations for the purpose hereof shall exclude:

- a) Downtimes for the upgrade, repair or replacement of any Hosted Services components of which customers of AZTS are generally notified in advance; provided, however, if a repair to the Hosted Services is required immediately and is expected by AZTS to disrupt the Hosted Services for no less than one hour, such downtime may occur without prior notice. AZTS will use its best commercially reasonable efforts to schedule downtimes during off-peak hours for all AZTS customers generally;
- b) Downtimes resulting from Customer technology infrastructure, including but not limited to Customer Internet access, and/or other systemic connectivity problems not within the control or responsibility of AZTS, or failure of Customer to complete a Support System request correctly or completely or a failure of Customer to provide such reasonable information or assistance as requested from AZTS in connection with a support request hereunder, which is reasonably necessary for AZTS to troubleshoot and/or resolve any support issue; and
- c) Limitations, delays and other problems inherent in the use of the Internet and electronic communications not within the control of AZTS or its third party hosting provider(s). The aggregate number of minutes of downtime attributable to the foregoing exclusions is referred to as "Excluded Minutes".

Notice of Activity

AZTS will monitor via technology systems the use of the Customer Network and within reasonable commercial response times report to Customer (as well as take actions to immediately cease the prohibited activity) any of the following activity which may come to its attention:

- (a) the intentional access of data by a third party having no permission to do so;

- (b) the intentional or knowing act of logging into an account for which a party is not authorized to so act;
- (c) acts to attempt to probe, scan and/or test the vulnerability of the Customer Network;
- (d) unauthorized parties attempting to use the Customer Network;
- (e) any parties attempt or act to use or include the Customer Network in any activity which is intended to create, transmit, distribute or store material that (i) violates the intellectual property rights of third parties, (ii) violates the privacy, publicity, or other personal rights of third parties, (iii) impairs the privacy of communications, or (iv) assists or permits any persons in engaging in any of the activities described above in this Section 4.

THE SERVICE LEVEL WARRANTY SET FORTH IN THIS EXHIBIT SHALL ONLY APPLY TO SERVICES PROVIDED BY ANDERSON ZURMUEHLEN TECHNOLOGY SERVICES AND SHALL BE AN EXCLUSIVE REMEDY FOR CUSTOMER.