



SERVICE LEVEL AGREEMENT
Software as a Service (SaaS)

(1) Definitions

The following capitalized terms, and any defined terms in this Blanchard Systems Inc., (BSI) Service Level Agreement (Agreement) shall apply to all BSI SaaS products.

TOTAL MINUTES: The total minutes in each full calendar quarter of operation by the Vendor. A partial quarter at the beginning or end of a subscription period shall not be counted or subject to the Service Level Commitment.

GENERALLY AVAILABLE: The Service, in substantial whole, is available for use by Company and Users (disruptions to features not used by Company or Users, even if available less than 20% of the time, shall not be counted).

EXCLUDED EVENTS: Scheduled Downtime and Force Majeure Events, as follows:

* **Scheduled Downtime:** Downtime that is scheduled by Vendor with at least twelve (12) hour notice to Company, not to exceed four (4) Scheduled Downtime events per month. Downtime events will be scheduled during off-peak hours when possible.

* **Force Majeure Event:** Events beyond Vendor's direct fault and control including, without limitation, acts of God, strikes, lockouts, floods, riots, war, terrorism or other civil disturbance, earthquakes, weather, fires, explosions, disruptions of communications and other essential services, labor stoppages, computer viruses and malicious attacks.

Service Availability: Is calculated against the Commitment as follows:

$$\frac{(\text{Total Minutes} - \text{Unscheduled Downtime} - \text{Excluded Events})}{(\text{Total Minutes} - \text{Excluded Events})} \times 100 = 99.9\% \text{ or higher}$$

(2) Components

Blanchard Systems SaaS based software is comprised of several components that serve specific functions in the Service workflow. Although many of these components could be run in tandem with others, they have been logically split to dedicated servers to allow for more flexibility in load balancing and failover functions.

(3) Service Level Commitment

(a) **Service Operation.** Vendor promises Company that the Service will be Generally Available at least 99.9% of the time during each calendar month. Response Times and Call-in Support will meet the Support Commitment set forth below, except for Excluded Events ("Commitment").

(b) Web/Call-in Support. Web Support Maintenance Service will be available 8:30am to 5:30pm Central Time five days a week (Monday thru Friday excluding holidays).

(i) Submitting Service Requests. Company will submit service requests via the BSI SaaS web portal. The service request should assign a Severity Level and adequately describe and document the reported error so it can be reproduced. Vendor may re-characterize the Severity Level should the Severity Level appears materially inaccurate.

(ii) Severity Level. The Severity Level means a perceived error in the Service is reportedly having the following impact on Vendor's business:

'High' The reported error is having a material impact on critical business operations at the enterprise level that cannot be worked around, and which needs to be corrected as soon as reasonably possible.

'Medium' The reported error is degrading business operations in a way that delays or interferes with some non-critical business operations and can be worked around for a reasonable time.

'Low' The reported error is having a minor impact on business operations that can be worked around and a fix should be included in the next Service Update (e.g., cosmetic changes to screen layouts, requests for feature enhancements or updates to Documentation).

(iii) Response to Service Request. Response time begins when Vendor logs in a service request in proper form from the Company's Administrator or other authorized contact. Service requests received after Normal Hours are logged at the beginning of the next business day. Response time ends with Vendor's notice that it has commenced diagnosis and error correction efforts. Vendor's Response Time Commitment is as follows:

<u>Severity Level</u>	<u>Response Time Commitment</u>
High:	Within one (1) hour
Medium:	Within three (3) hours
Low:	Reasonable Time