

SUPPORT AND MAINTENANCE AND SERVICE LEVEL CRITERIA

1.0 General:

Host warrants to Customer that it will provide the Services according to the service guarantees in this Service Level Agreement (“SLA”) for the applicable Services. An Outage Event Credit will be granted for any period of time during which the Services are not available to Customer. In the event of a service failure affecting one or more attached servers or the availability of the Services, an Outage Event Credit will be granted.

2.0 Service Level Guarantees

NETWORK PERFORMANCE

SYSTEM AVAILABILITY: 99.9%

System Availability is defined as by the measurement criteria are listed below, which data shall be provided by Host in a discrete monthly report, meaning that the data will be recorded from scratch each month:

- System Availability = Total Hours in Period, Hours Available excluding scheduled maintenance, Hrs Available/Total Hrs (All data reported)

BANDWIDTH FROM ASP FACILITY TO DEPLOYMENT LOCATION

[Note: Page: 1]

ASP must guarantee certain throughput, which is the amount of bandwidth from ASP facility to the customer site. Not only should ASP guarantee a certain amount of bandwidth, but ASP should determine at what utilization % it will be automatically upgraded. The best practice is at 60% sustained peak utilization of the network connection.

SYSTEM PERFORMANCE

PERFORMANCE 99.9%

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[Note: All availability percentage guarantees are exclusive of maintenance time.]

- Average login time is __ seconds or less (Reported data: Beginning date, Ending date, # of users that logged in, the average login time)
- Pages load within __ seconds (Reported Data: Beginning date, Ending date, Page Name, Total # of Hits, Total # of hits < __ seconds load time, Total # of hits > __ seconds, Average load time for hits > __ seconds)

AUTOMATIC SERVER ROLLOVER 20 ms

[Note: It is the time taken for the backup server to come online when the primary server becomes unavailable (best practice is about 50 ms)]

SYSTEM LEVEL CLASSIFICATION LEVEL 1

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Note:

Level 1 - meets minimum requirements - all disk are RAID 1 (or higher) protected and daily tape backups are performed

Level 2 - includes items from Level 1 and backup online mirror is available

Level 3 - includes all items from Level 2 and includes fail over machine in remote location running db_recover

Level 4 - includes all items from Level 3 and includes local hot spare machine

Level 5 - includes all items from Level 4 and includes HA cluster 1

APPLICATION PERFORMANCE

GUARANTEED NUMBER OF CONCURRENT USERS

3.0 Response Time

Host shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by Host. The following definitions will apply to such prioritization:

“Priority 1 Error” means an Error which (i) renders the Service inoperative or intermittently operative; or (ii) substantially degrades performance; or (iii) causes any feature to be unavailable or substantially impaired; or (iv) causes a complete failure of the Service.

“Priority 2 Error” means an Error which degrades the performance of Service or restricts Customer's use of the Service.

“Priority 3 Error” means an Error which causes only a minor impact on the Customer's use of Service.

PRIORITY 1 PROBLEMS:	MEAN TIME TO RESPONSE	MEAN TIME TO REPAIR
PRIORITY 2 PROBLEMS:	MEAN TIME TO RESPONSE	MEAN TIME TO REPAIR
PRIORITY 3 PROBLEMS	MEAN TIME TO RESPONSE	MEAN TIME TO REPAIR

• ESCALATION PATH FOR EMERGENCY OR OUTAGE

Order	Userid /Duty Alias	Contact Type	Phone/Pager (Duty Pager)	Elapsed Time to Escalate
• 1	•	•	•	•
• 2	•	•	•	•
• 3	•	•	•	•

4.0 Monitoring

Host shall monitor on a 24x7x365 basis, Customer's applications, servers and arrays for correct operation, capacity and performance.

5.0 Chronic Outages

If Customer experiences chronic outages, Host shall promptly take corrective action to remedy such breach

or Customer shall have the right to terminate the Agreement and receive an immediate and full refund for the Fees paid under this Agreement. In establishing appropriate corrective action, Host shall promptly isolate, identify and develop a workaround and corrective action for any material performance or functional deviations from the Service or Host Content specifications. Host will prepare an action plan that specifies the activities required to correct any deviation and the order and schedule of corrective actions required, and that identifies the party responsible for performing each such corrective action. Host will execute all activities assigned to it in the plan and will monitor, and provide Customer regular reports of, the progress made in executing the plan and correcting the deviation until each such deviation is corrected to Customer's satisfaction. A chronic outage will include any outage for a period longer than 24 hours and any period where the Maximum Total Credit is reached for any two (2) billing periods during the term of this Agreement.

6.0 Credits

An Outage Event is an event where stated availability service level commitment is not met for the Service. Host will provide one (1) day of credit for each single outage event with duration shorter than or equal to four (4) hours or each series of intermittent outage events occurring within the same four-hour period. If an outage event or series of intermittent outage events continues for longer than four (4) hours, Host will provide one (1) additional day of credit for each additional hour, up to the amount of the Maximum Outage Event Credit for the Service. The actual credit amount will be the daily pro-rated portion of the invoiced amount for the Service based on a 30-day billing period. Customer will not be eligible to receive multiple Outage Event Credits for the same service component or invoice line item as a result of multiple service failures or outage events occurring during the same period of time. The Maximum Outage Event Credit means the total Outage Event Credits that the Customer may receive in a single billing period. The Maximum Outage Event Credit for any given line item on a Customer's invoice will not exceed a total of 10 days pro rata credit in a single billing period.

Credit will not be given for events resulting from conduct of the Customer including (i) the negligence of Customer, (ii) a failure or malfunction resulting from scripts, applications, equipment, or services provided by Customer, (iii) outages initiated by Host at the request or direction of the Customer for maintenance, back up, or other purposes, (iv) outages occurring as a result of any actions taken by Host at the request or direction of Customer.

7.0 Backup & Recovery

If the Customer requires restoration of a dataset, Host will initiate a recovery from backup within a guaranteed time. This initiation time period will be based upon the length of time between the recovery date and the date of the dataset being restored. The times are:

- < 8 days: recovery will be initiated within 2 hours
- 8 to 30 days: recovery will be initiated within 4 hours
- >30 days: recovery will be initiated within 24 hours

8.0 Security Shut-Downs

Credit will not be given for any events resulting from an interruption or shut down of the Services due to circumstances reasonably believed by Host to be a significant threat to the normal operation of the Services, the Host facility, or access to or integrity of Customer data (e.g., hacker or virus attack). In the event of such an interruption or shutdown, Host will return Services to normal operation as soon as reasonably possible.