



Service Level Agreement for Vendor-Hosted Solution

Introduction

This Vendor-Hosted Service Level Agreement (“SLA”) describes certain performance and security components regarding the services provided by BPS Resolver Inc. (“BPS Resolver”) and its partners/service providers. This SLA is governed by the BPS Resolver End User License Agreement entered into by BPS Resolver and Client on the effective date of the agreement (“EULA”). All capitalized terms used and not defined herein shall have the meaning set out in the EULA. BPS Resolver agrees to abide by the terms of this SLA and requires its customers, partners and service providers to do likewise. BPS Resolver shall use commercial best efforts to provide and shall cause its partners and service providers to provide continuous and consistent service to this SLA.

Technical Support

Technical Support Services:

During the Support Term, BPS Resolver shall provide to the Client, solely for Client's internal operations and use:

- a) Technical support assistance 24 hours per day, seven days a week, including holidays.
- b) Technical support assistance by e-mail.

Technical Support Services do not extend to Client’s computer systems and devices, any software other than the Software or any private or public network or communication system or device used to access and/or use the Software. BPS Resolver shall be under no obligation to provide Client with any other support services, except as provided herein or in a separate agreement entered into, in writing, between BPS Resolver and Client.

Technical Support excludes services related to explaining to Users, or educating Users, on functionality of the Software. (See this SLA for End User Support Services)

Exceptions:

BPS Resolver will not provide Client with Technical Support Services if Client is in breach of any of its material obligations under the EULA (including, without limitation any schedule thereto). Client further acknowledges that BPS Resolver shall not, in any event, be under any obligation to provide any Technical Support Services to Client under the EULA or otherwise if the Software is being used in any manner or for any purpose that has not been expressly been authorized by BPS Resolver.

Response Times:

BPS Resolver provides the following response times to issues raised by the Client for its Hosted production site (not to be confused with Client training site). Response Times relate to the speed with which BPS Resolver will respond to issues reported by the Client. It does not guarantee a resolution to an issue within a specific time. BPS Resolver provides 24 hour support, 7 days a week. However responses to questions and non-urgent problems are typically made by a product specialist or trainer whose regular hours are 9:00am-5:00pm Monday to Friday.

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Toronto | **BPS Resolver Inc.** | New York

107-703 Evans Avenue, Toronto ON, M9C 5E9 Canada T: 416-622-2299 F: 416-622-9965 TF: 1-888-891-5500

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Response Time for Production Sites:

Severity Level	Description	Response Time
#1 Critical	No access to the Software's core functionality for all users due to Software Sever business impact for all Client Users	Within 1 hour
#2 High	Issue that prevents the business from carrying out its functions related to the operation of the Software or significantly affects its capability to do so.	Within 2 regular response hours
#3 Medium	Issue that reduces the usability of the Software and thus impacts the productivity of the Users.	Within 4 regular response hours
#4 Low	Issue that causes inconvenience to the User and/or for which a workaround is reasonably apparent.	Within 24 hours – during regular response hours

* BPS Resolver's regular response hours are 9:00am-5:00pm Eastern Time, Monday-Friday, excluding Canadian holidays.

Response Time for Non-Production Sites:

Training sites and Data Migration (DM) sites are provided temporarily as part of the implementation process. The maximum severity for any issue on these sites is #3/Medium.

Response Time Remedy:

If BPS Resolver fails to comply with the response procedures described above, the client will be issued a fifteen (15) minute credit towards their support budget. (This remedy applies to Severity Levels #2, #3 and #4).

Client's Responsibilities Regarding Reporting:

In circumstances where the Client is found to have repeatedly misused the technical support service or misrepresented issues, willfully or in error, BPS Resolver reserves the right to:

- i) Charge for work carried out unnecessarily or with undue urgency at the billable rate as post installation technical support at \$200/hr.).

Circumstances in which this determination may be made include (such determination to be made in good faith by both parties):

- i) Where issues reported as technical problems are found to be User-related errors due to lack of knowledge of the Software's use;
- ii) Where errors related to erroneous usage of the Software, require a rollback to a previous version of the database by BPS Resolver;

Client's Responsibilities Regarding Problem Resolution:

In connection with problem diagnosis and resolution, Client shall provide sufficient, suitably qualified staff, if necessary, to assist BPS Resolver in its work. BPS Resolver shall not be liable for delays in responding to the Client's End User Support issues where such delays are attributable to communication problems beyond the reasonable control of BPS Resolver.

Availability Guarantees and Remedies:

“**Application**” shall mean the Software hosted by BPS Resolver or its Client authorized partner or service provider, which is remotely accessible by the Users through the Provided User Interface.

Application Availability Definition: The Application is defined as “available” if any User can view it and interact with it over the Internet and the Application’s functionality is operational in accordance with documented specifications. Application availability does not include all Users at all times as BPS Resolver and CentriLogic cannot guarantee every individual’s Internet connectivity and routing.

Application Availability Aims: BPS Resolver’s aim is to have the Application available 99.99% of the time with the exception of Scheduled Maintenance (based on 24 hour days and an assumed 30 day month), and guarantees an availability of the application of 99.9% during operating hours of Monday to Saturday from 9 am to 9pm.

Scheduled Maintenance Scope: “**Scheduled Maintenance**” shall mean any maintenance to the Application, database, operating system, other software on the BPS Resolver servers, server hardware, or network infrastructure (a) in respect of which BPS Resolver’s Client shall be notified 24 hours in advance, and (b) that is performed during a standard maintenance window on Wednesdays and Sundays. Notice of Scheduled Maintenance will be provided to Client’s designated point of contact by a method agreed by BPS Resolver and the Client. In addition, BPS Resolver reserves the right to schedule Emergency Maintenance when deemed necessary in its sole discretion and will immediately notify the Client.

Service Availability Guarantee Process: “**Application Unavailability**” is defined as the number of minutes that the Application is not “available” (defined above). Application Unavailability will not include Scheduled Maintenance (as per above), or any Application Unavailability resulting from reasons of Force Majeure (defined at the end of this document).

Service Availability Guarantee Remedy: For each cumulative hour of Application Unavailability or fraction thereof in any calendar month beyond the Application availability guarantee, Client’s account shall be credited by BPS Resolver as per Table 2.

Technical Service Guarantees:

The BPS Resolver-CentriLogic Managed Hosting Solution

BPS Resolver’s CentriLogic Managed Hosted Solution is a fully-managed dedicated infrastructure application hosting service that provides a full hardware and software solution. This solution is designed as a reliable, secure, high-availability, 24x7 presence.

BPS Resolver’s Hosted environment includes the following components managed by on behalf of BPS Resolver by CentriLogic:

Managed Infrastructure Services

- Facility
- Server Hardware
- Rack Space
- Power
- Bandwidth & Network Connectivity
- Server Software License Administration & Installation
- Shared Managed Firewall Service
- Virtual Private Network Service
- Load Balancing Services
- Network Intrusion Detection Service
- Network, Server & Application Monitoring & Reporting
- Managed Backup
- Anti-Virus Service

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Managed Application Services

- Operating System Management
- Database Server Management
- Web Server Management
- Patch Management

Problems related to BPS Resolver-CentriLogic Managed Hosted Solution will be resolved by BPS Resolver. Response times shall be provided as stated in Table 1. Failure to respond in accordance with Table 1 shall be remedied in accordance with the section entitled "Response Time Remedy" provided above.

Service Quality

Service Availability Guarantee

Service Availability Guarantee Scope: CentriLogic's Service Availability Guarantee is to have the CentriLogic Network (as defined in the applicable service agreement) connectivity available to the internet backbone 99.99% of the time.

Scheduled Maintenance Scope: Scheduled Maintenance shall mean any maintenance to the CentriLogic network to which Client's circuit is connected (a) in respect of which BPS Resolver's Client shall be notified at least 24 hours in advance, and (b) that is performed during a standard maintenance window on Wednesdays and Sundays. Notice of Scheduled Maintenance will be provided to Client's designated point of contact by a method agreed by BPS Resolver and the Client.

Service Availability Guarantee Process: On request, BPS Resolver and CentriLogic will provide a calculation of Client's "Network Unavailability" in a calendar month. "Network Unavailability" consists of the number of minutes that the CentriLogic Network was not available to Client, and includes unavailability associated with any emergency maintenance at the CentriLogic data center where Client's server is located other than Scheduled Maintenance. Network Unavailability will not include Scheduled Maintenance, or any unavailability resulting from reasons of Force Majeure.

Customer Care Quality

Outage Reporting Guarantee

Outage Reporting Guarantee Scope: BPS Resolver will notify the Client within 30 minutes of being informed by CentriLogic that an issue has occurred which resulted in Application Unavailability. BPS Resolver will contact Client's designated point of contact by a method agreed by BPS Resolver and Client (telephone, email, fax or pager).

Outage Reporting Guarantee Process: Client is solely responsible for providing BPS Resolver accurate and current contact information for Client's designated points of contact. BPS Resolver will be relieved of its obligations under this Outage Reporting Guarantee if failure to meet the Outage Reporting Guarantee is due to contact information for Client being out of date or inaccurate due to Client's action or omission or if the outage is due to reasons of Force Majeure.

Performance Reporting Guarantee

Performance Metrics: BPS Resolver collects Application performance statistics, including but not limited to, page requests, processing time, Users, and sessions.

Performance Reporting Process: Within 5 business days of receiving a request for Application performance metrics, BPS Resolver will provide a standard performance report to the Client's designated point of contact. The standard performance report includes a list of all pages requested over the given time period and the average, median and maximum processing times.

Data Backup, Data Recovery and Disaster Recovery Guarantees:

Data Backup: All Client data contained in the BPS Resolver-CentriLogic Managed Solution is backed up on a weekly full, nightly differential, rolling 30 day schedule. Data is backed up to a network device, integrity checked and then transferred to tape. The tapes are transported offsite to a secure, climate controlled storage facility. After 30 days, the tapes are retrieved and reused in the backup process.

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Data Retrieval: Data can be retrieved from backup medium on Client request. Data restored from the network device will be accessible within 24 hours of the request, exclusive of weekends and Canadian statutory holidays. Data restored from tape will be accessible within 72 hours of the request, exclusive of weekends and Canadian statutory holidays. Fees may apply to this service.

Disaster Recovery: BPS Resolver and CentriLogic have taken all reasonable precautions to prevent unscheduled sustained Application outages. BPS Resolver’s server architecture is designed to be highly available. All servers and other devices are internally and externally redundant. All core infrastructure is redundant. The servers are protected by multiple firewalls, antivirus and intrusion detection. However, in the event of unforeseen outage or damage to any component, CentriLogic has industry leading service plans with all its suppliers to ensure immediate repair. In the event of a major disaster to the entire solution or CentriLogic facility, BPS Resolver and CentriLogic have a recovery plan to rebuild a disaster recovery (DR) environment from backup at an alternate hosting facility. The DR environment will be accessible by clients within 20 days of the original incident.

Service Availability and Penalty for Non-Compliance:

Definition

Service Availability means the percentage of a particular month (based on 24 hour days and an assumed 30 day month) that access to BPS Resolver’s Applications, Client’s data and the servers at CentriLogic on which they are installed is available and operational in accordance with the Documentation and specifications provided in the Client Proposal.

Non-Compliance

Per month, if service availability is less than 99.9% during the periods 9:00am-9:00pm EST, Monday to Saturday (excluding Canadian holidays) or less than 99.5% at other times, BPS Resolver will issue a credit to the Client in accordance with the schedule in Table 2, with the credit being calculated on the basis of the monthly service charge for the affected services.

Table 2

	9am-9pm EST Mon-Sat (312 hours of availability based on a 30 day month)		All Other Times (408 hours of availability based on a 30 day month)	
Service Availability (%)	Minutes Unavailable	Credit Percentage	Minutes Unavailable	Credit Percentage
99.9-100%	0-19 minutes	0%	0-24 minutes	0%
99.5-99.9%	20-94 minutes	5%	25-122 minutes	0%
< 99.5%	>94 minutes	10%	> 122 minutes	5%

Force Majeure Definition:

Circumstances beyond BPS Resolver’s or CentriLogic’s reasonable control including without limitation: acts of any government body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labour disturbance, DNS issues outside the control of CentriLogic or BPS Resolver, outages elsewhere on the Internet that hinder access to your account.

BPS Resolver reserves the right to change the hosting provider at any time at its own discretion.

End User Support Services

End User Support Services:

Note: BPS Resolver previously referred to “End User Support” as “Remote Training”. Any documents received by the client referring to “Remote Training” can be inferred as relating to End User Support.

BPS Resolver shall provide End User Support services to the Client, solely for Client's internal use. Clients of BPS Resolver are entitled to end user support through further purchases of End User Support Packs.

Eligibility for End User Support Services:

End User Support is available to individual Users or groups of Users, within Client organizations who have been specifically named as Application Contacts.

The End User Support blocks are available in five, 10 or 20 hour blocks. Each end user support call uses the available End User Support allocation and call times are measured in 15 minute increments. End User Support hours expire one year from the date of purchase and unused time cannot be carried over into subsequent periods.

Response Times:

BPS Resolver provides the following response times to Client requests for end user support. Response Times relate to the speed with which BPS Resolver will respond to requests from the Client and do not describe how quickly the end user support may take place.

Requests for end user support will be responded to within six (6) hours of the next business day (9:00am-5:00pm Eastern Time).

Many end user support inquiries can be answered immediately by the BPS Resolver agent who receives the request. However, if the Client's question is more complex, or where product specialists or training staff are not immediately available, the request will be scheduled with the next available specialist or trainer within a reasonable time delay.

Authorized/Unauthorized Use of End User Support Services:

Any individual named as an application contact will be entitled to use the End User Support services without limitation by BPS Resolver until all available time has been utilized. It is the Client's responsibility to ensure the most appropriate use of the available time by its personnel. The Client may request BPS Resolver to provide a list of the Client's authorized Users and the time used/remaining in the current End User Support Pack.