

Service Level Agreement for Resolver Software

I. Introduction

This Service Level Agreement (“**SLA**”) describes the Technical Support Services and End User Support Services provided by BPS Resolver Inc. (“**Resolver**”) and its partners/service providers (if applicable).

This SLA is governed by a Terms of Service Agreement or a Perpetual License Agreement (“**Agreement**”) entered into by Resolver and Client on the Effective Date Agreement. All capitalized terms used and not defined herein shall have the meaning set out in the Agreement.

Resolver agrees to abide by the terms of this SLA and requires its customers, partners and service providers to do likewise. 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.

II. Technical Support Services

Technical Support Services:

During the Technical Support Term, Resolver shall provide to the Client, solely for Client's internal operations and use, Technical Support Services assistance by telephone and e-mail as further specified herein.

Technical Support excludes services not pertaining to resolution of Errors, and instead related to educating Users on functionality of the Software. Such services are instead classified as End User Support Services (see Section III herein).

Technical Support Services do not extend to technical issues solely implicating (a) Client's computer systems and devices, (b) any software other than the Software, (c) any network or communication system or device not owned, controlled or managed by Resolver that is used to access and/or use the Software, (d) or recovery of lost data due to User error.

However, for avoidance of doubt, Technical Support Services do extend to technical issues that relate to interoperability or compatibility between the Software and computer systems, devices, third-party software or network/communication systems configured to Resolver specifications.

Resolver shall be under no obligation to provide Client with any support services except as provided in the Agreement (or one of its Appendices or other Exhibits), herein, or in a separate agreement entered into, in writing, between Resolver and Client.

Resolver will provide Client with Technical Support Services in support of Client's uses of the Software as permitted under the Agreement (including, without limitation any schedule or exhibit thereto). Should Resolver and Client mutually determine that a particular Technical Support Services request evidences a Software use not permitted under the Agreement and its schedules or exhibits, Resolver reserves the right to convert such request to an End User Support Services request as further specified in Paragraph III herein, and to charge Client for such request accordingly.

Exceptions:

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

Response Times:

Resolver provides support 24 hours a day, 7 days a week for Severity Level #1 Critical issues.

For Severity Levels #2-4, Resolver provides responses between the hours of 9:00am-5:00pm, Monday to Friday (excluding Canadian holidays) ("Regular Response Hours").

While Resolver attempts to respond and react to all Errors as quickly as possible, Severity 1 and 2 issues do take priority. As a result, Resolver can only guarantee the response time and effort for Severity 1 and 2 issues. Severity 3 and 4 response times and efforts should be treated as guidelines which Resolver will attempt to meet whenever possible. Please note that Resolver provides response effort and does not guarantee a resolution to any Error within a specific time.

An "**Error**" means (i) defects in the Software that degrades the use thereof or causes it not to operate in conformance with the Software's technical specifications; and/or (ii) defects in the Documentation that render it inaccurate, erroneous, unreliable, or otherwise not in conformance with the Software's technical specifications.

A "**Fix**" means, in the case of the Software, the repair or replacement of source code, object code, or executable code versions of the Software to remedy an Error. In the case of Documentation, the revision of such Documentation to make it more complete, current or accurate.

An "**Emergency Fix**" is a Fix created and implemented on an emergency basis by Resolver to resolve an Error.

Response times for Production Sites (Table 1):

Severity Level	Description	Response Time	Response Effort
#1 Critical	Production application down or major malfunction resulting in majority of users unable to perform their normal functions.	Within 1 hour (24x7)	Error will be triaged by Resolver senior technical staff within 1 hour of initial Resolver response. If an immediate workaround cannot be found, an Emergency Fix will be attempted.
#2 High	Critical loss of application functionality or performance resulting in high number of users unable to perform their normal functions.	Within 2 hours during Regular Response hours	Error will be triaged by Resolver senior technical staff within 4 Regular Response Hours of initial Resolver response. If an immediate workaround cannot be found, a low risk (as determined by Resolver senior technical staff) Fix or Fixes will be attempted. Otherwise, the Fix will be slated for resolution in the next Software release.
#3 Medium	Moderate loss of application functionality or performance resulting in multiple users impacted in their normal functions.	Within 4 hours during Regular Response hours	Error triaged by Resolver support staff within 8 Regular Response Hours of initial Resolver response. If possible, Error will be slated for resolution via a Fix applied in the next Software release.
#4 Low	Minor loss of application functionality.	Within 8 hours during Regular Response hours	Error triaged by Resolver support staff within 24 Regular Response hours of initial Resolver response. Error will be slated for resolution via Fix applied to a future Software release when time permits.

Response Times for Non-Production Sites:

The maximum severity for any issue on a non-production instance of the Software (QA, development, data migration, etc.) sites is #4/Low.

Response Time Remedy:

If Resolver fails to comply with the Response Times or Response Efforts described above for a Severity 1 or 2 error (a “**Technical Support Gap**”), the Client will be issued a credit towards End User Support Services hours (each a “**Technical Support Gap Credit**”). For each Technical Support Gap, Client will be issued a 15 minute End User Support Services Credit.

Client is responsible for reporting suspected Technical Support Gap events. Resolver is responsible for investigating reported Technical Support Gap events and tracking associated End User Support Services Credits and shall provide such an accounting to Client upon request.

Client’s Responsibilities Regarding Reporting and Problem Resolution:

Resolver requires the Client to identify “**Internal Support Contacts**” that are responsible for engaging Resolver for Technical Support Services. The Client’s users should interact with an Internal Support Contact who will request Technical Support from Resolver.

In connection with problem diagnosis and resolution, Client shall provide sufficient, suitably qualified staff, if necessary, to assist Resolver in its provision of Technical Support Services, and who shall respond promptly to Resolver instructions and inquiries.

Resolver will provide Client with the format in which issues should be reported to Resolver. In addition, Resolver may request that Client provide Resolver with log files or other technical details to support problem diagnosis and resolution on a case-by-case basis.

In circumstances where, in both parties' good faith determination, Client makes a Technical Support Services request which, willfully or in error, solely implicates (a) Client's computer systems and devices, (b) any software other than the Software, (c) any private or public network or communication system or device used to access and/or use the Software that is not owned, operated or managed by Resolver, or (d) any configuration of the proceeding software, systems and devices that is not consistent with Resolver specifications, Resolver reserves the right to treat such Technical Support Services request as a request for End User Support Services in accordance with Section III herein, and may charge Client accordingly.

Installed Environment Error Reporting:

For instances of the Software that are installed on client premise, the Client must identify "IT Support Contacts" responsible for the technical administration of the Software and server environment.

Prior to reporting an error to Resolver and opening a Technical Support Services request, the Client's Internal Support Contact must engage the IT Support Contact to perform an initial diagnosis of the error. If the IT Support Contact believes the error is due to the Software or interoperability or compatibility between the Software and computer systems, devices, third-party software or network/communication systems configured to Resolver specifications, then the Internal Support Contact should request Technical Support Services.

In the event that the IT Support Contact believes the error is solely due to software, systems and devices not related to the Software, the Internal Support Contact should *not* make a request for Technical Support Services.

III. Software as a Service (SaaS) Guarantees

Note: This section (pages 5 and 6) is only applicable to SaaS/vendor-hosted sites.

Availability Guarantees and Remedies

“Services” shall have the meaning in the Terms of Service Agreement.

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

Services Availability Aims: Resolver will use reasonable efforts to make the online portion of the Services available 99.99% of the time during a twenty-four (24) hour period, seven (7) days a week (“24/7”), and guarantees 99.9% availability of the Services during operating hours of Monday to Saturday from 9 am to 9pm, except for (a) Scheduled Maintenance or (b) any unavailability caused by circumstances beyond Resolver’s reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Resolver employees), Internet service provider failures or delays, or denial of service attacks.

Scheduled Maintenance Scope: “Scheduled Maintenance” shall mean any maintenance to the Services, database, operating system, other software on the Resolver servers, server hardware, or network infrastructure, (a) of which Resolver shall give at least seventy-two (72) hours’ notice to Client via email notification and via the Services, and (b) that is performed outside of regular business hours at times estimated by Resolver to impact the least amount of users, typically on weeknights between 11pm and 3am (Eastern Time) and on weekends. In addition, 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: “Services Unavailability” is defined as the number of minutes that the Services are not “available” (defined above). Services Unavailability will not include Scheduled Maintenance (as per above), or any Services Unavailability resulting from reasons of Force Majeure (defined at the end of this section).

Service Availability Guarantee Remedy: For each cumulative hour of Services Unavailability or fraction thereof in any calendar month beyond the Services availability guarantee, Client’s End User Support Services shall be credited by Resolver as per Table 3.

Customer Care Quality

Outage Reporting Guarantee

Outage Reporting Guarantee Scope: Resolver will notify the Client when an issue occurs which results in more than one hour of Application Unavailability between the hours of 9am and 9pm EST, Monday through Saturday. Resolver will contact Client’s designated point of contact by a method agreed by Resolver and Client (telephone, email, fax or pager).

Outage Reporting Guarantee Process: Client is solely responsible for providing Resolver accurate and current contact information for Client’s designated points of contact. 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 (defined at the end of this section).

Performance Reporting Guarantee

Performance Metrics: 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, 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 Resolver-CentriLogic Managed Solution is backed up on a weekly full, nightly differential, rolling 28 day schedule. Client Data is backed up to a network device, integrity checked and then cloned daily over the network to an electronic vault in the disaster recovery facility (Mississauga to Toronto, Rochester to Buffalo).

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

Disaster Recovery: Resolver and CentriLogic have taken all reasonable precautions to prevent unscheduled sustained Application outages. 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, 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 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. Resolver is not responsible for service unavailability due to reasons of Force Majeure (defined at the end of this section).

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 (a “**Service Availability Gap**”), Resolver will issue an End User Support hours credit to the Client in accordance with the schedule in Table 3, with the credit being calculated on the basis of the monthly service charge for the affected services. The End User Support hours credit will expire one year after being issued.

Client is responsible for reporting suspected Service Availability Gap events. Resolver is responsible for investigating reported Service Availability Gap events and tracking associated End User Support Services Credits and shall provide such an accounting to Client upon request.

Table 3

	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	2.5%	25-122 minutes	0%
< 99.5%	>94 minutes	5%	> 122 minutes	2.5%

Force Majeure Definition:

Circumstances beyond 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 Resolver, outages elsewhere on the Internet that hinder access to your account.

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

IV. End User Support Services

End User Support Services:

Note: 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.

The Client is entitled to End User Support purchased or credited to Client in accordance with this Agreement. End User Support Services hours are used to provide answers to educational enquiries on usage of the Software, i.e. Software training. Resolver shall provide End User Support services to the Client solely for Client's internal use.

Unless otherwise specified in an Order Form, the base rate for End User Support is \$200/hour.

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 enquiry uses the available End User Support allocation and times are measured in 15 minute increments. End User Support hours expire one year from the date of purchase or credit and unused time cannot be carried forward.

Response Times:

Resolver provides the following response times to Client requests for End User Support Services. Response Times relate to the speed with which Resolver will respond to requests from the Client and do not describe how quickly the Client enquiry will be answered.

Resolver will respond to requests for End User Support Services within four (4) hours, 9:00am-5:00pm Eastern Time, Monday-Friday, excluding Canadian holidays.

Many End User Support Services inquiries can be answered immediately by the 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 timeframe.

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, 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. To ensure optimal use of End User Support Services hours, Resolver recommends the Client to nominate internal product experts to handle software usage enquiries from their users. In the event the internal product expert cannot answer a question, they would contact Resolver for End User Support.

The Client may request Resolver to provide a list of the Client's authorized Users, the time used and the time remaining in the current End User Support Package.

V. Support of Older Software Versions

Note: This page is only applicable to clients who install Resolver software on their own IT infrastructure.

Resolver will make Technical Support and End User Support Services available for the shorter of the below periods:

- i. Two years after the Software version is released that is the subject of the Client's Technical Support Services request or End User Support Services request, or
- ii. Until there have been two major full releases of the Software beyond the Software version that is the subject of the Client Technical Support Services request or End User Support Services request (A major full release is, for example, moving from Version 1 to Version 2. This is different from a "dot" release, such as moving from Version 1.2 to 1.3).