

Service Level Agreement

This Service Level Agreement details how the Services will be measured and evaluated, and it describes the Service Level Credits that Supplier will pay when it fails to meet agreed service level commitments. The Services shall conform to all of the obligations contained in this Service Level Agreement, as follows:

1. Definitions

Unless otherwise defined in the Agreement, the defined terms used in this Appendix B-1 to Schedule B shall have the meanings specified below:

1. “**Available**” means the standard hardware, software or operating system used to provide, and provide access to, the Services is functioning in a manner that allows full access and use of the Services within the Transaction Response Time Target and the Availability Target set forth in Section 4 of this Service Level Agreement.
2. “**Control**” means the ability to direct or influence the related operations, directly or indirectly, by virtue of contract, ownership of voting shares, or otherwise.
3. “**Downtime**” means any period of time when Services are not Available. A period of interruption will therefore be considered Downtime when there is any two minute period during which Supplier processes no queries or information from any Authorized User of the Services.
4. “**Help Desk Ticket**” means the opening of an inquiry with respect to an Incident as reflected in the system.
5. “**Incident**” means any failure of the Services to meet the standards of this Agreement, whether identified by Supplier or notified to Supplier via a Help Desk ticket opened by or for Client or otherwise. Incidents shall be classified as either Priority 1 Incidents, Priority 2 Incidents, or Priority 3 Incidents in accordance with the descriptions contained in this Service Level Agreement.
6. “**Scheduled Maintenance**” means upgrade, installation, or modifications of the Services infrastructure, operating system or applications, which may be performed by Supplier according to the Scheduled Maintenance timeframe set forth in this Service Level Agreement.
7. “**Service Level Failure**” means any instance in which the performance of the Services under this Agreement does not comply with the terms of the Agreement, any Service Level Commitment or any Service Level Target, results in incorrect outputs or results, or constitutes any Major Default (each such instance being a separate and distinct Service Level Failure).
8. “**Service Levels**”, “**Service Level Commitments**”, or “**Service Level Targets**” shall mean the service level commitments established by this Appendix B-1.
9. “**Transaction**” means a user input and website feedback loop. The user input may be a submission of a referral or a request for data. Transactions are small and frequent in nature.
10. “**Transaction Response Time Target**” means the system time it takes to display a resource page containing the users input or request. Transaction

Response Time Target is larger for users who request aggregated analytic data reports. When the average transaction time for a detailed report approaches the response time target the transaction will be processed in the background and the user will be alerted when the response is ready.

11. **“Unscheduled Maintenance”** means maintenance services performed outside the Scheduled Maintenance timeframe that have not been planned in advance and/or are supplied by the Supplier to address critical security or Availability issues on an emergency basis.

1. Service Levels – Procedures

1. Service Level Compliance. Beginning on the Commencement Date, Supplier’s performance of the Services will meet or exceed each of the Service Level Targets set forth in this Appendix B-1.
2. Measurement and Monitoring Tools. At Client’s request, Supplier shall provide Client with appropriate access to any measurement and monitoring tools that Supplier is using and reasonable assistance in using and auditing the performance of such tools. At Client’s sole option, Client may retain a third party provider (e.g., KeyNote or AlertSite) to monitor Supplier’s performance of the Services and provide independent reporting on such performance.

1. Service Level Credits

1. Service Level Credits

1. Service Level Credits shall be calculated by Supplier for each month in which one or more Service Level Failures occurs.
 2. Supplier shall apply a credit in the amount of 7 days service for each Service Level Failure that occurs. Such Service Level Credit shall be applied to invoice that is issued immediately following the date the Service Level Failure occurs. Any Service Level Credits that exceed the amount of an invoice shall be applied to the next consecutive invoices until all such Service Level Credits have been utilized.
-
1. Major Default. In addition to those events defined as Major Defaults elsewhere in the Agreement, the repeated occurrence of any of the following Service Level Failures shall also constitute a Major Default under this Agreement:
 1. Three or more Service Level Failures within any thirty (30)-day period;
 2. Any number of Service Level Failures any thirty-day period adding up to thirty (30) minutes or more.
 1. No Exclusive Remedy. No remedy, re-performance or Service Level Credit shall be exclusive remedies with respect to any Service Level Failure, and Client shall be entitled to seek all other remedies available to it at law or in equity.

1. Service Level Commitments

1. Availability Targets

1. Availability. The Services shall be Available to Authorized Users twenty-four (24) hours a day, seven (7) days a week (a week shall be deemed to commence at 12:00 am Central Time on Sunday and extend for seven (7) days) with no period of Downtime that causes the Services to be Available for less than 99.9% of such time.
2. Calculation. The Availability Percentage will be calculated by subtracting the Downtime for the month from the total number of minutes in the measured month and dividing that difference by the total number of minutes in the measured month and then multiplying that quotient by 100 to express the results as a percentage of uptime Availability.

$$\text{Availability Percentage} = ((x - y) * 100) / x$$

Where **x** is the total number of minutes in the measured month

Where **y** is the total number of minutes of Downtime in the measured month

Example (*based on monthly calculation*):

If **x = 43,200** total minutes in a calendar month, and

if **y = 600** minutes of Downtime in that month, then:

$$((43,200 \text{ min} - 600 \text{ min}) * 100) / 43,200 \text{ min} = 98.6\% \text{ uptime}$$

1. Incident Notification Time Targets

1. Incident Notification Compliance. Supplier shall comply with the Incident Notification table set forth below in Section 5 (Problem Priority and Resolution Goals). Incident Notification Time results will be calculated as the total time in minutes taken for Supplier to acknowledge that it has received notice of an Incident from Client.
2. Calculation. Incident Notification Time is calculated by subtracting the time the Help Desk Ticket was created for an Incident from the time Client receives an acknowledgment from Supplier that it has received the Help Desk Ticket.

Incident Notification Time = Ticket Acknowledged At Time - Incident Reported At Time

Example: If a Help Desk Ticket is created at 5:00 pm MST and the Client Authorized User receives notice at 5:45 pm MST that Supplier has received the Help Desk Ticket, the Incident Notification Time is:

$$45 \text{ minutes} = 5:45 \text{ pm} - 5:00 \text{ pm}$$

1. Incident Response Time Targets
 1. Incident Response Compliance. Supplier shall comply with the Incident Response Time table set forth below in Section 5 (Problem, Priority and Resolution Goals). Incident Response Time results will be calculated as the total time in minutes taken for Supplier to resolve the Incident to the reasonable satisfaction of Client.
 2. Calculation. Incident Response Time is calculated by subtracting the time the Help Desk Ticket for an Incident is resolved to the satisfaction of Client from the time the Help Desk Ticket was created for the Incident.

Incident Response Time = Ticket Created At Time – Ticket Resolved At Time

Example: If a Help Desk ticket is created at 5:00 pm and the Incident is resolved to the reasonable satisfaction of Client at 6:20 pm, the Incident Response Time is:

80 minutes = 6:20 pm – 5:00 pm

1. Maintenance and Administrative Matters

1. Scheduled Maintenance Window. Supplier shall be allowed to schedule and perform Scheduled Maintenance each weekend between the hours of 12:00 a.m. – 7:00 a.m. CST if a request is made to and approved by Client in advance. Supplier shall provide sufficient system redundancy to ensure that the Services remain Available during any period of Scheduled Maintenance.
2. Client Option. Client, in its sole discretion, may reasonably defer any Scheduled Maintenance to a subsequent Scheduled Maintenance window upon advance notice to Supplier.

1. Problem Priority and Resolution Targets

1. Incidents. Supplier will provide a Help Desk that is available 24 hours a day, 365 days a year.

Responses to help desk inquiries will be provided within 24 hours of request. Supplier will respond and begin problem correction as defined below according to the following priority:

1. **Priority 1 Incident:** means that the Services are not Available, an essential component of the Services is not functioning in accordance with the standards set forth in the Agreement, there are data integrity issues, time sensitive requirements or data export is impacted, there are bugs, Service performance issues are intermittently affecting multiple users, or multiple hardware components are down. No workaround, or no reasonable workaround, is available. Impact on Client's operation is "Critical".

Supplier will respond and begin working to clear the Incident within twenty-four (24) hours of notification or detection by Supplier that an issue exists. Supplier will continue working until the Priority 1 Incident is cleared. Supplier shall achieve an Incident Response Time Target of correcting all Priority 1 Incidents in forty-eight (48) hours or less.

1. **Priority 2 Incident:** means that the Services are Available but Service performance issues are intermittently affecting individual users (no more than a cumulative total of one percent (1%) of users), or a single hardware component is experiencing an outage. A temporary workaround has been provided but is not scalable (i.e., not acceptable). Impact to Client's operation is "High".

Supplier will respond and begin problem correction as soon as practical but no later than twenty-four (24) hours following notification or detection by Supplier that an issue exists. Supplier shall achieve an Incident Response Time Target of correcting all Priority 2 incidents in forty-eight (48) hours or less. All Priority 2 problems will be upgraded to Priority 1 if the incident is not resolved after seventy-two (72) hours.

1. **Priority 3 Incident:** means a request has been received from Client for general information regarding a routine technical issue (e.g., installation, documentation, configuration and etc.). Impact to Client's operation is "Medium".

Supplier will respond and begin problem correction as soon as practical but no later than twenty-four (24) hours following notification or detection by Supplier that an issue exists. Supplier shall achieve an Incident Response Time Target of correcting all Priority 3 incidents in seventy-two (72) hours or less. All Priority 3 problems will be upgraded to Priority 2 if the incident is not resolved after seventy-two (72) hours.

Table 1 - Priority Response Times for Problems:

Ticket Type	Description	Investigation Response Time	Target Resolution/ Workaround Time
1 - System Down	The production system is rendered inoperable due to a system software failure	30 minutes	30-60 minutes - we will assign as many engineers and/or support staff as needed 24/7

			until the problem is solved.
2 - Critical	A major program function is affected by a software failure, so that customers are adversely affected	60 minutes	1-2 hours - we will assign as many engineers and/or support staff as needed along with the best workaround available.
3 - High	A minor program function is affected by a software error, resulting in diminished productivity, or a problem occurs infrequently, or a workaround has been provided.	8 hours	If a workaround can be provided, the correction will be scheduled for the next regular upgrade. if not, a correction will typically be provided within a week.
4 - Medium	A desired new functionality is not working as expected, or a problem occurs that is not readily reproducible, or a workaround has been provided.	24 hours	If a workaround can be provided, any correction will be scheduled for the next regular upgrade. If not, a correction will typically be provided within a month.
5 - Low	An issue with negligible impact or a documentation or how-to-question	48 hours	If a workaround or answer can be provided, the correction may be made at discretion of Provider, based on its relevance to other customers.

