Appendix B

Service Level Agreement

Service Level	Description and Measurement Method	Target Service Levels	Minimum Service Levels
Platform Availability	The percentage time that the Platform is in service and fully available for access and data input by Users	100%	99.5%
Support Response Times (24-hour)	Response to Fatal Issues	1 hour	1 hour for Severity 1 Problems; 24 hours for Severity 2 problems; 72 hours for all other problems.
Help Desk Response Times (9 am – 5pm, CST)	Response to telephone call or e-mails.	1 hour	1 hour for Severity 1 Problems; 24 hours for Severity 2 problems; 72 hours for all other problems.

Classification of Problems or Support Calls:

Severity 1 ("**Fatal**") – A problem for which there is no known Workaround and which: (a) prevents the execution of a Primary Function, or (b) results in data corruption or crash.

Severity 2 ("**Critical**") – A problem for which (a) causes difficulty in execution of a Primary Function or (b) prevents the execution of a Secondary Function, and as to any of the preceding, for which there is no known Workaround.

Severity 3 ("**Serious**") – A problem for which causes difficulty in execution of a Secondary Function, but for which there is a Workaround, although with significant User inconvenience.

Severity 4 ("**Minor**") – A problem which causes inconvenience, but for which there is an acceptable Workaround.

Definitions:

"Excused Delay" means any failure or delay which is beyond the reasonable control of Conduit Security, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, telecommunications failures or delays, computer failures involving hardware or software not within Conduit Security's possession or reasonable control, and acts of vandalism (including network intrusions and denial of service attacks), but only if such unavailability results notwithstanding the exercise of reasonable care and diligence to avoid or mitigate the same in anticipation of or in response to such causes. Excused Delay shall also include downtime due to necessary maintenance and troubleshooting.

"Primary Function" means a function that is frequently used or an essential function of the Platform.

"Secondary Function" means a function that is not frequently used or does not represent an essential function of the Platform.

"Workaround" means a feasible change in operating procedures whereby a User can avoid the deleterious effects of a non-conformance without material inconvenience.

Exclusive Remedy:

If Conduit Security fails to meet any of the above "Minimum Service Levels" during any calendar month, and such failure is not excused due to any Excused Delay, Customer shall promptly notify Conduit Security in writing of such failure, but in any event within 15 days following the end of the applicable month, and Customer may choose to request a service credit to be applied against future payments that become due from Customer to Conduit Security under this Agreement. Such service credit shall be computed as follows:

- For System Availability: The ratio of unavailable minutes to total potentially available minutes (net of Excused Delays) in the applicable calendar month during which the Minimum Service Level was not met multiplied by the monthly fees due for such month; provided, however, in no event will the service credit due exceed ten percent (10%) of the applicable monthly fees.
- For Support and Help Desk Response Times: One percent (1%) for each full hour during any calendar month that the Minimum Service Level was not met multiplied by the monthly fees due for such month; provided, however, in no event will the service credit due exceed ten percent (10%) of the applicable monthly fees.

Notwithstanding anything to the contrary, the foregoing credits will be Customer's sole and exclusive remedy with respect to any unscheduled downtime or any failure by Conduit Security to meet any Minimum Service Level and in no event will the cumulative service credits for any calendar month exceed ten percent (10%) of the applicable monthly fees, except that if Conduit Security fails to meet the Minimum Service Levels set forth above two (2) times in any one-month period or three (3) times in any two-month period, and such failures are not excused due to any Excused Delay, Customer may terminate the Agreement and receive a prorated refund of any prepaid but unused fees for the terminated services.