

PARSEC DATA MANAGEMENT, INC.
Appendix C
SERVICE LEVEL AGREEMENT

1. General.

This Service Level Agreement (SLA) forms part of the Master Services Agreement between Parsec and the Client and is subject to all terms of that Agreement. The scope of this SLA is the availability of the Deliverables which are managed by Parsec.

2. Definitions

2.1 “End User” – customers of the Client with whom the Client has contracted for the provision of Services.

2.2 “Queries” - All reports of deliverable faults, queries, requests for service or any other inquiries from the Client and/or the Client’s End Users in relation to the Deliverable and its operation.

2.3 “Business Day” - Any day within the year, excluding weekends (Saturday, Sunday) and public holidays.

2.4 “Deliverables”: The services and/or materials to be provided by Parsec to Client under this Agreement, and which are described in the Sales Order, Appendix, or Appendices hereto.

2.5 “Sales Order”: The Sales Order is a form that sets out the Deliverables that Parsec has agreed to supply to the Client including, without limitation, any such paper or web-based Sales Order form or any form that Parsec completes on behalf of the Client in the course of any telephoned order.

3. Service Level Provisions

3.1 Service Level Target

3.1.1 **Uptime Objective.** Parsec will use all reasonable efforts to ensure that the Deliverable(s) are available for 99.99% of each calendar month. Exceptions may exist and will be stated on the Sales Order or listed below.

3.1.1.1 Colocation

3.1.1.1.1 Temperature

3.1.1.1.1.1 Best effort will be taken to maintain the temperature between fifty-five (55) degrees Fahrenheit and eighty-five (85) degrees Fahrenheit at all times within colocation spaces.

3.1.1.1.2 Power

3.1.1.1.2.1 Uninterrupted A and B power to the client PDU is 99.98%.

3.1.1.1.3 **Humidity**

3.1.1.1.3.1 Best effort will be taken to maintain the humidity between fifteen percent (15%) and eighty percent (80%) at all times within colocation spaces.

3.1.1.2 **Third-party data/voice circuits/connections.** May include T1, DS1, DS3, point-to-point, Ethernet transport, MPLS, ATM, and like circuits/connections that may be utilized for data and/or voice and are provided by a third-party (under lying carrier) but supported and managed by Parsec.

3.1.1.2.1 Service Level target is governed by the third-party agreements in place to provide said circuit/connection with Parsec.

3.1.2 **Deliverable Outage.** Shall mean any interruption in the availability of the Deliverable to the Client. Any instances of unavailability shall have to be ratified by the Parsec monitoring system. The Parsec Deliverable shall be not be deemed unavailable in the event of these provisions:

3.1.2.1 **Scheduled Interruptions.** Client is notified via e-mail 24 hours in advance, only if such interruption is due either to: (i) an error in the Deliverable, or (ii) failure of the Parsec infrastructure (but not including problems associated with Internet connectivity or availability of the Server(s)). Service Outage begins upon Client's notification to Parsec of the interruption and continues until the restoration and availability of Service(s) to Client. (Refer to 3.1.2.2)

3.1.2.2 **Scheduled Maintenance.** Client acknowledges that Parsec will perform routine infrastructure maintenance the 1st and 3rd Tuesday of every month. If this maintenance window is not needed, Parsec will not perform any schedule maintenance. The window of maintenance is scheduled for 10pm (Mountain Standard Time) to 2am (Mountain Standard Time).

3.1.2.3 **Client or third-party.**

3.1.2.3.1 Malfunction of Client's or End User's own computing systems.

3.1.2.3.2 Failure of the Client or End User connection to the Parsec Network (e.g. via the public internet or the Client's own network, or any 3rd party telecommunications tail circuits).

3.2 **Response Time.** Parsec will make every reasonable effort to perform infrastructure replacements within 24 hours.

3.3 **Service Level Credit.** If Parsec fails to achieve the Service Level Target, and if the Client requests Parsec to do so within twenty (20) Business Days after the target is not met, Parsec will issue to the Client credits against future periods and shall equal the total monthly deliverable fee of the affected deliverable for one (1) month multiplied by 5% for each 15 minutes the deliverable is unavailable. In case the service cannot meet more than one guaranteed item at the same time, only the guaranteed item with the highest amount applies. Maximum credit in any one (1) month shall not exceed 50% of the monthly deliverable fee for one (1) month paid to Parsec.

3.4 **Exclusive Remedy.** CLIENT ACKNOWLEDGES AND AGREES THAT THE PRECEDING SUBSECTION STATES CLIENT'S SOLE AND EXCLUSIVE REMEDY,

AND PARSEC'S ENTIRE LIABILITY, FOR SERVICE OUTAGES AND OTHER DOWNTIME.