

Secure Inc. Service Level and Availability Commitment

I. Service Availability

The Services will not be available during scheduled downtime for maintenance (“Scheduled Downtime”). Secure will provide a minimum of thirty (30) days’ advance notice to Customer in the event of any Scheduled Downtime. In certain circumstances, Secure and Customer may agree that the minimum notice period can be less than thirty (30) days. Secure will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with Scheduled Downtime.

All times at which the Services are not available to Customer will be considered “**Excess Downtime**,” except downtime caused by Permitted Occurrences. “**Permitted Occurrences**” means: (a) Scheduled Downtime; (b) failure caused by delay or interruption in telecommunications provided by Customer or caused by third party services outside the Secure-controlled network; (c) failure caused by a Force Majeure Event; (d) deficiencies or errors in the data provided by Customer; or (e) failure of Customer to develop interfaces sufficient for the receipt of the Services. To the extent that Secure’s Services are not available to Customer due to Customer’s breach of the Agreement, such unavailability is not considered Excess Downtime.

“**Service Availability**” means any time, in any given month, in which there is no Excess Downtime.

“**Monthly Fee**” means any fees owed for usage of the Services (i.e. based on the Transactional Pricing in the applicable Order Form) that suffered Excess Downtime during the month such Excess Downtime occurred.

Service Availability	Remedy
99.90% - 100%	0% credit (calculated out of the Monthly Fee payable for the month in which there was Excess Downtime)
99.51% - 99.89%	1% credit (calculated out of the Monthly Fee payable for the month in which there was Excess Downtime)
< 99.51%	2.5% credit (calculated out of the Monthly Fee payable for the month in which there was Excess Downtime)

II. Terms Applicable to Remedies

For Customer to be eligible for the remedy of a credit against the Monthly Fee, Customer must request the credit in a written request to Secure submitted within 30 days after Customer experiences the Excess Downtime, and setting forth the dates and time of the failure. A failure to submit such credit request within such time period, time being of the essence, will constitute a waiver of such right. Any credit will be applied against the next applicable invoice, provided, however if there is a credit at the time of termination or expiration of the Agreement, Secure shall pay the credits due to Customer hereunder no later than 30 days after such termination or expiration.

If Customer chooses to terminate the Agreement because of Excess Downtime exceeding 24 hours in a calendar month, it must provide written notice to Secure within 30 days after the event of Excess Downtime specifying the dates and time of the Excess Downtime. Termination will be effective at 11:59 p.m. on the 15th day after such notice is made.

IN NO EVENT WILL THE TOTAL CREDITS DURING ANY CONTRACT QUARTER FOR FAILURE TO ACHIEVE THE SERVICE LEVELS SET FORTH IN THIS SCHEDULE A EXCEED A TOTAL OF 10% OF THE TOTAL MONTHLY FEES FOR THE QUARTER DURING WHICH THE FAILURE OCCURED.

The remedies stated in this Schedule A will be the sole remedy of Customer in the event of a failure to provide Service Availability as set forth on this Schedule A.

III. Support Services

During the Term, Secure will provide Customer help desk support for the Services and the other Services on a 24x7x365 basis. Secure will respond to bugs and issues reported by Customer and shall use reasonable commercial efforts to provide resolution as soon as is technically and operationally feasible.

Priority and escalation for all issues related to maintenance and upkeep of the Services (Secure shall use reasonable commercial efforts to provide resolutions within the timeframes set forth below):

Severity Level	Impact	Definition	Initial response time frame from receipt of service call	Targeted service restoration
1	Major Outage	(i) A problem has been identified that makes the continued use of one of more systems impossible; or (ii) Problem may cause loss of data and/or restrict data availability and/or cause significant impact to Customer.	30 minutes	5 hours
2	Service Disruption	(i) production system, or environment, or a major portion of the system or environment, is degraded, impeding critical business processing and/or causing disruption to normal production workflow; (ii) development is down, disrupting critical development; or (iii) a Severity 3 problem has remained unresolved for 48 hours.	2 hours	8 hours
3		(i) A problem that does not have a major effect on the Services used to support applicable business operations, (ii) A problem for which an acceptable work around exists and is available, and operations can continue in a restricted fashion.	2 hours if call is received prior to 12:00 p.m. Eastern Time	48 hours
4		(i) General user questions about usage of software or web reporting, (ii) Support issues that don't affect processing	Next business day	Next scheduled release