**]**SERVICE LEVEL AGREEMENT

This Service Level Agreement (“**SLA**”) is incorporated into and governed by the terms of the Hosted Service Agreement entered into between Customer and Grand View. The services set out in this SLA are included in the Services, and Grand View will not assess additional fees, costs or charges for such services.

**1. Site, Software and Service Availability**

 (a) Availability. Subject to Scheduled Downtime, Grand View will use commercially reasonable efforts to make the Software will be available for use pursuant to the Agreement on a 24/7 basis. Failures to meet the aforementioned shall be deemed “Unplanned Downtime.”

 Scheduled Downtime (for planned maintenance and updates) are not expected to exceed ten (10) hours in a normal month and Grand View will use commercially reasonable efforts to limit Scheduled Downtime to hours other than 7:00 AM – 7:00 PM Central Standard Time, Monday – Friday. Grand View will notify Customer at least ten (10) days prior to any change in the regular maintenance schedule or if there is a need for additional Scheduled Downtime. In the event of Unplanned Downtime, Grand View shall notify Customer of the Unplanned Downtime within thirty (30) minutes of the discovery by Grand View of such Unplanned Downtime. Grand View shall track the Unplanned Downtime on a monthly basis and include reports of Unplanned Downtime to Customer with monthly invoices.

 (b) Remedy. After the first hour of Unplanned Downtime in any month, Grand View will credit Customer with one day’s credit (1/30th of Monthly Service Fees) for each subsequent hour of Unplanned Downtime occurring in that month. Three consecutive months of Unplanned Downtime exceeding four hours per month shall be deemed a material breach of this Agreement.

**2. Monitoring and Maintenance**

1. Monitoring. Grand View will continuously monitor (on a 24 hours per day, 7 days per week automated basis) the Software and will address any problems noted during such monitoring.
2. Maintenance. Grand View will continuously maintain the Software and the Services to optimize functionality and limit Unplanned Downtime. Maintenance services will include:

Error Correction. Grand View will use commercially reasonable efforts to adapt, re-configure or re-program the Software, as applicable, in order to correct in a timely fashion any Software Errors reported known by Grand View. In the event that Grand View fails or is unable to correct any Software Error, Grand View shall use commercially reasonable efforts to develop in a timely fashion procedure or routines, for use by the Authorized Users of the Service, which, when employed in regular operation, will avoid or substantially diminish the practical adverse effects of the relevant Software Error. “*Software Error*” shall mean any material non-conformity of any component of the Software with the Documentation.

Software Updates and Upgrades. During the Term, Grand View will provide Customer, free of charge, with all Software Updates and Software Upgrades that are made generally available by Grand View to its customers. “*Software Update*” means any version of the Software (or its components thereof), developed subsequent to the Effective Date, which implements minor improvements or augmentations and is designated as a dot (.) release (e.g. 3.X), or which corrects failures of the Software materially to conform to the then-current Documentation. “*Software Upgrade*” means any version of the Software (or its components thereof), developed subsequent to the Effective Date, which implements additional features or functions, is designated as a major release (e.g. X.0), produces substantial and material improvements with respect to the utility and efficiency of the Software, and which is not marketed by Grand View as a separate product and/or service.

**3. Technical Support, Incident Reporting Procedures and Assignment of Priority**

1. Grand Viewshall provide Customer with contact information for its IT Support and shall be available for all Customer technical support requests during the hours: 9:00am to 4:00pm EST (Monday through Friday, holidays excepted).
2. Customer shall report any incidents of which it becomes aware. Any reports issued by Customer shall include: (i) its priority as reasonably defined by Customer; (ii) a description of the problem and expected results; and (iii) system generated error messages or diagnostics where available.
3. Grand View shall promptly assign a case number and log any incidents in its case management system. Grand View shall provide notice to Customer if Grand View disagrees with such priority level assignment and the parties thereafter shall work together in good faith to resolve any dispute regarding such priority level assignment.
4. Incidents will be routed and addressed according to the following:

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| **Severity Level** | **Description** | **Incident Resolution** |
| 1 – Critical Priority | Incident that renders the Software inoperative, does not permit Customer or its Authorized Users to be able to access the Software as described in the Documentation or causes the Software to fail catastrophically. Catastrophic failure would include but not be limited to more than 15% Unplanned Downtime in a day. | Customer will be notified of the status of the issue within 2 hours and shall be provided status updates each hour. Grand View will use best efforts to resolve the issue within 1 business day. |
| 2 – High Priority | Incident that affects the operation of the Software and degrades an Authorized User’s use of the Software such that access to the Software is materially diminished. | Case will be opened upon receipt of request or identification of issue. Customer will be notified of the status of the issue within 4 hours. Grand View will use best efforts to resolve the issue within three days. |
| 3 – Medium Priority | Incident that affects the operation of the Software but, although an inconvenience to the Authorized User or Customer, the incident does not degrade Authorized User use of the Software or materially affect functionality.  | Case will be opened upon receipt of request. Customer will be notified of the status of the issue within 2 business days. Grand View will use best efforts to resolve the issue within five days. |
| 4 – Low Priority | Incident that causes only a minor impact on the operation of the Software. | Case will be opened upon receipt of request. Customer will be notified of the status of the issue within 3 business days. Grand View will use best efforts to resolve the issue within ten days. |

1. Grand View Response. For each incident reported, Grand View will: (i) analyze the report and verify the existence of the incident; and (ii) provide Customer direction and assistance in resolving incident in accordance with this Agreement.
2. Escalation Process. The Parties agree that necessary and available resources will be applied to the resolution of Cases, in accordance with the service levels described above in this SLA. Any Severity One incident that is not resolved (by the provision of at least a temporary correction to Customer) within the above-noted times after the incident has been reported to Grand View shall be immediately escalated by Grand View to Jeff Clarke for resolution.
3. Closure of Technical Support Cases**.** Open Cases will be considered to be resolved and will be closed when Customer receives an Update, Upgrade or information that resolves the Case.

**4. Data Privacy and Security**

Grand View will use commercially reasonable efforts to establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Data; (iii) protect against unauthorized disclosure, access to, or use of Customer Data; (iv) ensure the proper disposal of Customer Data; and, (v) ensure that all employees, agents, and subcontractors of Grand View, if any, comply with all of the foregoing. Grand View’s program will include logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of Customer Data, security education, risk management and data protection. At Customer’s request, Grand Review shall review with Customer its program and provide Customer with program documentation and audit reports or results. Grand View will notify Customer within 24 hours after discovery of any security incident that resulted in or that may have resulted in unauthorized access, use, disclosure, or destruction of Customer Data.

**5. Backup and Recovery**

Grand View will conduct or have conducted at minimum, daily backups of Customer Data and perform or cause to be performed other periodic backups (snapshots, differential backups, etc.). At least one backup will be stored online (directly accessible) and one full backup will be stored near-line. Both copies will be less than one week old and may be overwritten as they are replaced with newer backups. Weekly backups are stored for a minimum of one month. Monthly backups are stored off-site for a minimum of one (1) year. Grand View will periodically test backups to ensure that they restore correctly.

**6. Business Continuity and Disaster Recovery Protection**

Grand View has an ongoing Business Continuity (“BC”) program (that includes Risk Assessment) that covers its primary locations as well as a Disaster Recovery (“DR”) program for restoring its data center operations. Grand View’s DR program enables Grand View to resume operations of the Software and Services, install the most recent backup copy of Customer Data, and enable Customer to resume access. Grand View tests the effectiveness of its DR program no less than annually. Such test results shall be provided to Customer at Customer’s request.

**7. Grand View Relationship Manager**

Grand View will appoint a Relationship Manager who will serve as a focal point for all Customer-related issues such as tickets, escalations and roadmap issues. Grand View’s Relationship Manager and Customer’s representatives shall conduct, at a minimum, quarterly review sessions to review all business aspects of this SLA.