1. Overview

This exhibit represents a Service Level Agreement ("SLA") between Centre Technologies, Inc. ("Centre", "Service Provider") and Customer for the provisioning of IT services required to support and sustain **Centre Assist Services**.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Customer by Centre. The **goal** of this Agreement is to obtain mutual agreement for IT service provision between Centre and Customer. The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the Customer.
- Match perceptions of expected service provision with actual service support & delivery.

3. Service Agreement

The following detailed service parameters are the responsibility of Centre in the ongoing support of this Agreement.

3.1. Service Scope

Centre will provide Customer with the following IT Services:

Centre Assist - Servers	Monitoring Only		Basic	X	Professional		Elite	
Support & Monitoring								
Unlimited Remote Support (Mon-Fri 7am-6pm)	N		Y		Y		Y	
Unlimited On-Site Support (Mon-Fri 7am-6pm)	N		N		Y		Y	
Emergency After-Hours Support (Excluding Weekends)	N		N		Y		Y	
24 x 7 Support	N		N		N		Y	
Backup Monitoring and Administration	N		Y		Y		Y	
Drive Space & Event Log Monitoring	Y		Y		Y		Y	
Service Availability Monitoring	Y		Y		Y		Y	
Database & Critical Applications	N		Y		Y		Y	
Microsoft Exchange	N		Y		Y		Y	
Printer Management	N		Y		Y		Y	
Maintenance								
Microsoft Patch Management	Y		Y		Y		Y	
Log File Maintenance	N		Y		Y		Y	
Reporting								
Asset Management	N		Y		Y		Y	
QBR and Budget Forecasting	N		Y		Y		Y	
CMAC™ Dashboards (Real-Time, Historical Trending)	Y		Y		Y		Y	
Security								
Anti-Virus Software Management	Y		Y		Y		Y	
Anti-Virus License	Y		Y		Y		Y	
User Account Administrator	N		Y		Y		Y	
File Sharing	N		Y		Y		Y	
Security Administration	N		Y		Y		Y	

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Centre Assist - PC	Monitoring Only		Basic	X	Professional		Elite	
Support & Monitoring								
Unlimited Remote Support (Mon-Fri 7am-6pm)	N		Y		Y		Y	
Unlimited On-Site Support (Local Areas Only)	N		N		Y		Y	
Emergency After-Hours Support (Excluding Weekends)	N		N		Y		Y	
24 x 7 Support	N		N		N		Y	
Microsoft Application Support	N		Y		Y		Y	
Specialty Application Support	N		Y		Y		Y	
Mobile Device Support	N		Y		Y		Y	
Maintenance								
Software & Patch Management	N		Y		Y		Y	
Microsoft Patch Management	Y		Y		Y		Y	
Reporting								
Asset Management	Y		Y		Y		Y	
QBR and Budget Forecasting	N		Y		Y		Y	
CMAC™ Dashboards (Real-Time, Historical Trending)	Y		Y		Y		Y	
Security								
Anti-Virus Software Management	Y		Y		Y		Y	
Anti-Virus License	Y		Y		Y		Y	

Centre Assist - Network	Monitoring Only		Basic	X	Professional		Elite	
Support & Monitoring								
Unlimited Remote Support (Mon-Fri 7am-6pm)	N		Y		Y		Y	
Unlimited On-Site Support (Mon-Fri 7am-6pm)	N		N		Y		Y	
Emergency After-Hours Support (Excluding Weekends)	N		N		Y		Y	
24 x 7 Support	N		N		N		Y	
Uptime/Connectivity Monitoring	Y		Y		Y		Y	
ISP Management	Y		Y		Y		Y	
Router Management	N		Y		Y		Y	
Firewall Management	N		Y		Y		Y	
VPN Management	N		Y		Y		Y	
Switch Management	N		Y		Y		Y	
Network Peripheral Management	N		Y		Y		Y	
Wireless Access Points	N		Y		Y		Y	
Maintenance								
Backup & Recovery of Device Configurations	N		Y		Y		Y	
Firmware Updates	N		Y		Y		Y	

3.2. Service Term

The term of this SLA will coincide with the SSA Term defined on the SSA. In the event the Agreement is not timely terminated by either Party ninety (90) days prior to the end of the SSA Term, the Agreement shall automatically renew for subsequent one year terms unless terminated in accordance with Section 3.3 below.

3.3. Early Termination

Except in the event of termination by Customer at the end of the initial or a renewal Term or by Customer due to the breach by Centre of this Agreement pursuant to Section 4.2 of the MSA and 3.4 below, Customer shall pay Centre, as liquidated damages for lost profits and not as a penalty, an early termination fee equal to 2 Months of Monthly Recurring Charge (MRC) if Customer terminates this SLA before the end of the SSA Term. It is agreed that the actual amount of damages that shall be sustained by Centre is not currently ascertainable and that the MRC amount constitutes their best estimate of same.

Breach Severity Levels	Cure Time	Affecting
High Severity Level 3	10 Days	Entire Organization, Essential Personnel or Systems
Medium Severity Level 2	20 Days	More than One Individual, a Group or Department
Low Severity Level 1	30 Days	A Single Individual

3.4. Termination for Centre Breach

Pursuant to Section 4.2 of the MSA and the table above, the Customer shall have the right to exit the SSA without fee if Centre fails to meet the Cure Time for the respective Severity Level after being notified by the Customer of a

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material breach. Severity Levels and Cure Times have been designed to set Customer expectations for response and resolution times for Centre to recover from a breach.

There are three severity levels. A Low Severity Level 1 pertains to issues impacting a single individual or non-core program or system within the Customer's organization. The cure time for a Low Severity Level 1 shall be 30 days. A Medium Severity Level 2 pertains to issues that impact more than one individual, a group or department of the Customer's organization. The cure time for a Medium Severity Level 2 shall be 20 days. A High Severity Level 3 pertains to issues impacting the Customer's entire organization, essential personnel and/or essential systems. The cure time for a High Severity Level 3 shall be as soon as possible and no longer than 10 days. The cure time is the period in which Centre has to rectify the issue for the Customer.

4. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

4.1. Service Hours

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

Telephone Support: 24 x 7 x 365	Email Support: 24 x 7 x 365

(These do not include after-hours support)

4.2. Service Requests

After-Hours services are billed at overtime rates per the type of resource(s) used unless the Customer has opted for Elite services. In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

Remote Support

Category	Description	SLA Response
Emergency	Entire Company Down	1 Hour
Critical	Department or Critical App Down (Multiple Users)	2 Hours
Normal	Single User Down or Affected	4 Hours
IMAC	Install, Move, Add, Change	3 Business Days (scheduled)

On-Site Support[2]

Category	Description	SLA Response
Emergency	Entire Company Down	2 Hours
Critical	Department or Critical App Down (Multiple Users)	4 Hours
Normal	Single User Affected	Next Business Day
IMAC	Install, Move, Add, Change	5 Business Days (scheduled)

[2] On-Site Support SLA begins when an on-site intervention is deemed necessary.

5. Service Credit

5.1. Service Credit for Failure to Meet SLA Response

Should the Service Provider fail to respond to an Emergency or Critical Request within the time frames set forth in Section 4.2 above, Centre will provide a service credit for Centre Assist Services as noted in the charts below:

	Service Credit
Per Failure to Respond Emergency/Critical – Remote	10%

	Service Credit
Per Failure to Respond Emergency/Critical - Onsite	20%

The Service Credit is issued against the Monthly Recurring Charge (MRC) paid by Customer for services per failed device, and any credit awarded in any calendar month shall not, under any circumstances, exceed Customer's Monthly Recurring Charge (MRC). Any unused Service Credit existing upon termination of the Agreement shall lapse without reimbursement to Customer.

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