



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 Hosted 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

The following Services are covered by this agreement;

- Hosted Server Environment
• Access to Hosted Environment: 24 x 7 x 365
• Proactive Server Monitoring
• Reliable Data Backups
• Unlimited Remote Resolution of Problems related to Backups, Network or Internet Access

3.2. Service Term

The term of this SLA will coincide with the SSA Term. 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 renewal SSA Term or by Customer due to the breach by Centre of this Agreement pursuant to Section 4.2 of the MSA, Customer shall pay Centre, as liquidated damages for lost profits and not as penalty, an early termination fee equal to 3 months or the remaining Term of the Agreement, whichever is longer, of Monthly Recurring Charge (MRC) if Customer terminates this SLA before the end of the SSA Term.

3.4. Service Availability Measurement

Service Availability responsibilities and/or measurements in support of this Agreement include:

1. The Availability Uptime Service Level is 99.9%.
2. The Availability Uptime Percentage (Availability Uptime) is calculated for a given calendar month (30 Days) using the following formula:

(Maximum Available Percentage - Downtime Percentage) / Maximum Available Percentage * 100 = Availability Uptime Percentage

3. Downtime is calculated for a given calendar month from the average of percentages for the following categories using these formulas:
 - a. **Network Downtime Percentage** is calculated for a given calendar month (30 Days) using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Network Downtime Minutes}}{\text{Maximum Available Minutes}} * 100 = \text{Network Downtime Percentage}$$

- b. **Compute Downtime Percentage** is calculated for a given calendar month (30 Days) using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Compute Downtime Minutes}}{\text{Maximum Available Minutes}} * 100 = \text{Compute Downtime Percentage}$$

- c. **Storage Downtime Percentage** is calculated for a given calendar month (30 days) using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Storage Downtime Minutes}}{\text{Maximum Available Minutes}} * 100 = \text{Storage Downtime Percentage}$$

3.5. Service Availability Measurement & Credit & Termination

1. Should the Availability Uptime Percentage fall below 99.9% for a given month, Centre will provide a Service Credit as noted in the chart below:

Monthly Availability Percentage	Monthly Downtime	Service Credit *
99.9% and above	Less than 43.8 minutes	0%
99.0% - 99.9%	Over 43.8 minutes but less than 7.2 hours	2%
97.0% - 98.9%	Over 7.2 hours but less than 21.6 hours	10%
95.0% - 96.9%	Over 21.6 hours but less than 36 hours	15%

*Service Credit issued against the Monthly Recurring Charge (MRC) paid by Customer for Services

2. A Service Credit awarded in any calendar month shall not, under any circumstances, exceed Customer's MRC.
3. Any unused Service Credits existing upon termination of the Agreement shall lapse without reimbursement to Customer.

3.6. Service Availability Claims

1. Customer must provide all reasonable details regarding the Claim, including but not limited to, detailed description of the incident, the duration of the incident, the number of affected users, the locations of such users, and any attempts made by the Customer to resolve the incident.
2. Customer must submit the Claim to Centre by the end of the month following the month in which the incident which is the subject of the Claim occurs.

3.7. Service Availability Exclusions

1. Downtime does not include:
 - a. The period of time when Services are not available as a result of Scheduled Downtime; or
 - b. The following performance or availability issues that may affect Services:
 - i. Due to factors beyond Centre's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, "Acts of God" (i.e....fire, flood, earthquake, tornado, etc...), strike or other labor disturbance, interruption of or delay in transportation, failure of third party software or inability to obtain raw materials, supplies or power used in equipment needed for provision of the Service Level Agreement;
 - ii. That resulted from Customer's or third party hardware, software, or services;
 - iii. That resulted from actions or inactions of Customer or third parties; and

- iv. That resulted from actions or inactions by Customer or Customer’s employees, agents, contractors, vendors, or anyone gaining access to Customer’s network by means of Customer’s passwords or equipment.

3.8. Service Definitions

- 1. “Downtime” means a period of time when Customer is unable to read or write any Service data for which they have the proper authority.
- 2. “Claim” means a claim submitted by Customer to Centre pursuant to this SLA that a Service Level has not been met and that a Service Credit may be due to Customer.
- 3. “Incident” means any set of circumstances resulting in a failure to meet a Service Level.
- 4. “Service Credit” is the percentage of the monthly service fees for the Service that is credited to a Customer for a validated Claim.
- 5. “Service Level” means performance standards mutually agreed to by the Parties that measure the level of service provided specifically set forth herein.
- 6. “Scheduled Downtime” means pre-approved maintenance windows or times where Centre notifies Customer through the Centre Change Control Procedure and Change Control Form of downtime needed for network, hardware, Service maintenance or Service upgrades at least 72 hours prior to the start of such Downtime.
- 7. “Network Infrastructure Downtime” means total minutes during which Hosted and/or Managed Resources were unavailable to the Customer.
- 8. “Network Downtime Minutes” means total minutes during which Hosted Resources including Network Infrastructure were unavailable to the Customer.
- 9. “Compute Downtime Minutes” means total minutes during which Hosted Resources including Compute Infrastructure were unavailable to the Customer.
- 10. “Storage Downtime Minutes” means total minutes during which Hosted Resources including Storage Infrastructure were unavailable to the Customer.

4. Service Management

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
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