



## **SERVICE LEVEL AGREEMENT (SLA)**

### **SERVICES OVERVIEW**

ABT shall provide Hosted Client with such hosting services (“Hosting Services”) with respect to the Licensed Technologies defined in Attachment I attached hereto. ABT will provide the Hosting Services utilizing regional Application Hosting Data Centers (“AHDC”) and the Application Management Centers (“AMC”), as both terms are defined below. Hosting Services include the installation, maintenance and ongoing support of the requisite operational infrastructure components, software applications and network connectivity required to enable Hosted Client to provide its Customers with hosted application services using the Licensed Technologies. As set forth in further detail below, all Hosting Services shall be performed in accordance with Hosted Client’s security, privacy, audit, and compliance policies and standards.

More specifically, the Hosting Services will include the following elements, each of which is described in further detail in the body of this Schedule:

- ✍ All necessary hardware, software and required internet connectivity as set forth in Appendix A, including both the Dedicated Infrastructure and the Shared Infrastructure, as required for the continuous operation and monitoring of the servers, firewalls, routers/switches, intrusion detection, and remote access authentication functionality used to provide support for Hosted Client’s hosted application service as further described below.
- ✍ Installation, integration testing, and setup services for items set forth in Appendix A and the Licensed Technologies at the AHDC.
- ✍ Roundtrip system and transaction testing beginning at the incoming demarcation of the AHDC for each hosted application transiting through the Shared Infrastructure, the Dedicated Infrastructure, the Hosted Client’s servers, and back through the outgoing demarcation for such hosted application. Such testing to be conducted no less than once every fifteen (15) minutes.
- ✍ Reporting, management and resolution of situations causing outages, all as set forth below.
- ✍ Continuous monitoring of the Dedicated Infrastructure, the Shared Infrastructure and their connections to both Hosted Client’s systems and the associated gateways. Monitoring primarily done using HP OpenView and secondarily by ABT developed utilities and other third party utilities, together with reports thereon sent to Hosted Client. At Hosted Client’s request, ABT shall provide Hosted Client with secure Internet browser based access to the HP OpenView system status and reporting functionality.
- ✍ Installation of Upgrades and Updates to Licensed Technologies and items set forth in Appendix A. ABT will notify Hosted Client within a week after an update or upgrade is available for the Licensed Technologies or the Infrastructure. Hosted Client will notify ABT if it elects to install such update or upgrade and ABT shall provide Hosted Client



with an installation schedule reasonably acceptable to Hosted Client within one week after receiving notice of Hosted Client's election.

- ✍ Monitoring capacity and utilization of all the Infrastructure on a 24 hour per day, 7 day per week basis ("24x7 Basis") to trigger a capacity management response including, among other things, the deployment of additional Infrastructure capacity as needed to meet the capacity requirements set forth below and weekly reporting thereon.
- ✍ Ongoing logging and tracking and Change Management services (all as defined below) and reporting on no less than a weekly basis.
- ✍ Internet connectivity sufficient to meet Hosted Client's capacity requirements as set forth herein.
- ✍ Provision of Hosted Client approved firewall configurations for all access points into the Dedicated Infrastructure and intrusion detection services including escalation through Hosted Client's security incident response team ("SIRT").
- ✍ Technical support to Hosted Client on a 24x7 Basis through the AMC for systems operations issues, all as set forth herein. Operational Support is through a 1-800 support number or email (support@DataImpact.com).
- ✍ Dedicated Production and Quality Assurance ("QA") Infrastructure environments.
- ✍ Assigned Technical Account Manager ("TAM") who acts as single point of contact for non-emergency issues during normal local business hours. Emergency calls and calls outside of normal business hours shall be made to the AMC.
- ✍ Assigned Security Account Manager ("SAM") who acts as single point of contact on all Security related issues. Security-related calls will be to the AMC and the SAM will respond within fifteen minutes during normal business hours and outside normal business hours within 30 minutes.
- ✍ A mutually approved change management process to ensure that all modifications to the Infrastructure are coordinated with Hosted Client. No non-emergency changes shall be made to the production environment without approval by Hosted Client.

In the event Hosted Client elects to migrate hosting and operations to an alternate location or provider (other than as set out in the section entitled "Guarantee Performance Incentives" below), ABT shall provide reasonable assistance to Hosted Client to plan and execute such a migration with minimal disruption to service. Such services may be chargeable by ABT to Hosted Client at rates to be agreed to by the parties.

Billing for Hosting Service will commence when (a) ABT delivers to Hosted Client the Dedicated Infrastructure and Shared Infrastructure with the Licensed Technologies installed thereon in a manner capable of executing the functionality required of the Infrastructure and Licensed Technologies components of Hosted Client's hosted application system and (b) an agreed upon testing plan and Run Book has been completed and signed off by Hosted Client and ABT, all in accordance with the delivery and acceptance provisions of the Electronic Content Management Services Agreement (ECM). For greater certainty, any problems outside of the demarcation



points and which result solely from the failure in the operation of Hosted Client's systems shall not affect the commencement of billing set out in this paragraph.

## **DEFINITIONS**

**“Availability Date”** means the date on which the Licensed Technologies is installed and available in the AHDC as described in more detail in the ECM.

**“Hosted Client Customer Data”** shall have the meaning set forth in the ECM.

**“Dedicated Infrastructure”** means those hardware and software components identified as “Dedicated Infrastructure components” in Appendix A as well as all software (other than the Licensed Technologies) installed thereon and used in connection therewith, as may be amended to reflect changes in the size, configuration, amount or type of hardware or software.

**“Facilities Provider”** means ABT or such other third party as ABT may select to provide the facilities to support the Hosting Services.

**“Infrastructure”** means the Shared Infrastructure and the Dedicated Infrastructure collectively.

**“Run Book”** means the operational manual maintained by ABT for each Hosted Client which records information relating to the support of the Infrastructure including contact information, operational policies and procedures, escalation guidelines, disaster recovery planning and diagrams and listings of the Infrastructure.

**“Shared Infrastructure”** means those hardware and software components identified as “Shared Infrastructure components” in Appendix A as well as all software (other than the Licensed Technologies) installed thereon and used in connection therewith, as may be amended to reflect changes in the size, configuration, amount or type of hardware or software.

## **BANDWIDTH AND CONNECTIVITY SERVICES**

ABT will supply Internet connectivity and bandwidth, via a full “diversity of paths” solution and with sufficient capacity to meet the Capacity Guidelines set forth below. ABT will perform systems integration by linking and testing all connections between and among the agreed upon hosted application carriers, AHDC, Hosted Client, plus any additional sites comprising Hosted Client's hosted application services.

## **BACK UP/RESTORE SERVICES**

ABT will provide backups of the Infrastructure components, as follows:

- ✍ Managed and automated network backup and restore processes conducted at the ADHC. Every day all Hosted Client's Customer Data is completely backed up to disk and tape. Weekly and monthly tapes are stored away from the ADHC. To the extent ABT stores any data of Hosted Client's Customer Data, such information will be stored on tape for offsite backup and will be encrypted using an encryption methodology acceptable to



Hosted Client as set forth in the agreed upon Application Hosting Security Policies attached hereto as Attachment B as supplemented by the detailed Operational Security Guidelines which will be developed by the parties in accordance with the guidelines set forth in the Security Account Manager section below. Daily tapes should be maintained at the ADHC for two days and then moved off site for secure storage. Off site storage should be maintained for 2 years, and then the tapes may be reused.

- ✍ Backups will start within 15 minutes of scheduled time during non-peak hours
- ✍ ABT will use commercially reasonable efforts to ensure that making backups will not preclude Hosted Client's customers from making transactions utilizing Hosted Client's hosted application services. In the event ABT anticipates that a backup will cause a service outage, ABT will provide Hosted Client with prior notification of such scheduled downtime in accordance with the notification procedures set forth below.

### **MANAGED INFRASTRUCTURE SERVICES**

ABT will provide managed Infrastructure services, including real-time monitoring, notification and reporting for all Infrastructure components, all as set forth below. ABT will monitor the Infrastructure using HP OpenView and such other proprietary and third party utilities as may be appropriate to perform the services from time to time. At Hosted Client's request, ABT shall provide Hosted Client with secure internet browser-based access to the HP OpenView system status and reporting functionality to permit simultaneous near real-time monitoring (i.e. delays of no more than 15 minutes) by Hosted Client.

Rebooting or power-cycling of Infrastructure devices will be done remotely or by onsite personnel during normal business hours within fifteen minutes of a request. During all other times the request will be carried out within sixty minutes.

The Infrastructure configuration and architecture shall incorporate redundant components and spares to minimize the impact of hardware related outages.

### **Servers**

1. Monitoring of the entire production instance of the Infrastructure at the AHDC will be provided on a real-time basis. In addition, the QA instance of the Infrastructure will be monitored on a regular basis and ABT will advise Hosted Client when the QA instance of the Infrastructure is not functioning and will ensure that the QA instance of the Infrastructure is again operational within 8 hours of a failure. Hosted Client shall notify ABT when Hosted Client is actively utilizing the QA instance of the Infrastructure and, during such periods, ABT will monitor the QA instance of the Infrastructure on a real-time basis and will use its best efforts to provide the Callback Response Times associated with a Priority 2 problem to address any service failures. Information and alerts generated during the monitoring process will be sent to Hosted Client on a daily basis in a format reasonably acceptable to Hosted Client.
2. Metrics and thresholds of server system components listed below will be monitored in real time and if the thresholds listed below are met, ABT immediately will a) immediately implement the scalability process detailed under Capacity Planning and System Scaling set forth below and b) alert Hosted Client.
  - ✍ CPU utilization (**75% for more than six hours in any 24 hour period**)



- ✂ File systems space utilization (**greater than 85%**)
  - ✂ Swap space utilization (**greater than 75%**)
  - ✂ Bandwidth Utilization (**50 Mb**)
  - ✂ Memory utilization (**greater than 75% for more than 6 hours in any 24 hour period**)
3. If a server is not functioning properly, Hosted Client will be alerted within 15 minutes of an outage by a phone call, email, and page to the escalation list attached hereto. ABT will troubleshoot and attempt to restore the server to proper functioning, including restarting any failed processes. ABT will report the results to Hosted Client within 15 minutes of an occurrence.
  4. All reports will be made available to Hosted Client through the Internet in a form reasonably acceptable to Hosted Client.

### **Network Components**

1. Set up and management of network devices, including routers and switches.
2. Configuration and administration of key network parameters (route tables, address mapping) on a 24x7 Basis. Emergency changes will commence within 30 minutes of the time that the AMC is notified or otherwise becomes aware of the need for emergency changes. All other changes will follow the Change Control Management system set forth below.
3. Device troubleshooting and problem determination and resolution on a 24x7 Basis, with updates to Hosted Client every 30 minutes.
4. Replace necessary hardware spare parts components within 3 hours of a hardware outage based on inventory located onsite.

### **Firewall**

ABT will be responsible for the set-up, operation and management of firewalls for both the Shared Infrastructure and the Dedicated Infrastructure, as set forth below:

Hosted Client, in its sole discretion, shall approve the configuration of all firewalls for the Dedicated Infrastructure. ABT will provide Hosted Client with notice and full disclosure of any proposed changes to the firewall for the Dedicated Infrastructure. Except for emergency changes, ABT shall not make any changes to the firewalls for the Dedicated Infrastructure without the written consent of Hosted Client in its sole discretion. ABT shall immediately notify Hosted Client of all emergency changes. All emergency changes to the firewall shall comport to the then current Hosted Client security guidelines. In the event Hosted Client disapproves of an emergency change made to the firewalls by ABT, Hosted Client shall so notify ABT who shall make such changes to the firewall as are needed to address the concerns of Hosted Client.

ABT shall supply Hosted Client with sufficient information regarding the configuration of the firewalls for the Shared Infrastructure to enable Hosted Client to determine whether such



configuration complies with the applicable Hosted Client security guidelines. Except for emergency changes, ABT shall not make any changes to the firewalls for the Shared Infrastructure without the written consent of Hosted Client, which shall not be unreasonably withheld. ABT shall immediately notify Hosted Client of all emergency changes. All emergency changes to the firewall shall comport to the then current Hosted Client security guidelines. In the event Hosted Client reasonably disapproves of an emergency change made to the firewalls by ABT, Hosted Client shall so notify ABT who shall make such changes to the firewall as are reasonably needed to address the concerns of Hosted Client.

- ✍ Monitoring of firewall functionality on a 24x7 Basis and access to reports by Hosted Client available on a daily basis.
- ✍ Copies of log file reports will be delivered to Hosted Client for the past seven days on a weekly basis and will also be retained by ABT for 7 years.
- ✍ Log file scanning to attempt to detect the signature of repeated attempts at unauthorized access.
- ✍ Firewall configuration data backup (once a week or whenever there is a configuration change) stored off site at the same location as other backup tapes.

### **Intrusion Detection Services**

ABT will operate its intrusion detection service as set forth in the Security Account Manager Services section below. Such service shall include periodic reporting and escalation through the Hosted Client's SIRT process.

### **CAPACITY PLANNING AND SYSTEM SCALING**

The Hosting Services include ongoing capacity monitoring and planning of the Infrastructure. ABT will proactively deploy additional architectural components as required to scale the system appropriately for all increased usage and Hosted Client customer transaction volumes as set forth above in the Servers section. Deployment of such additional components is included at no additional charge and will be coordinated through Change Management Services described later in this document by the TAM and authorized Customer contact. Any such deployments shall be completed within 24 hours of any capacity alert being generated.

### **TECHNICAL ACCOUNT MANAGER SERVICES**

A Technical Account Manager ("TAM") will be assigned as a single point of contact for Hosted Client on all non-emergency matters. The Technical Account Manager will be responsible for the following:

- ? Overall account management.
- ? Conduct Monthly and Semi-annual meetings and reviews.
- ? Assist in planning, deploying and supporting solutions for Hosted Client; notify Hosted Client of upcoming General Release enhancements



- ? Assist in resolving any day-to-day production issues such as liaising with and monitoring for compliance of the infrastructure provider.
- ? Assist in developing a growth plan for Hosted Client’s production site hosted at a ABT AHDC
- ? Act as liaison for ABT with Hosted Client’s IT department, the infrastructure providers and connected third parties for initial planning and continuing systems evolution
- ? Resolve billing and administrative issues.
- ? Manage the development of Hosted Client’s Operations Run Book in cooperation with Hosted Client. The Operations Run Book documents the Hosted Client’s operational environment and processes, including support, call flows and escalation. Prior to commencement of billing hereunder, the contents of the Operations Run Book shall be subject to the review and approval by Hosted Client.

The TAM shall be reasonably available to Hosted Client during normal business hours and in accordance with the appropriate escalation procedure during all other times. The parties shall meet periodically to discuss the over or under-utilization of the TAM by Hosted Client and work in good faith to resolve any such issues.

Hosted Client shall have the right, in its reasonable discretion, upon reasonable advance notice to ABT and after making reasonable attempts to resolve any such issues with ABT management, to require ABT to remove and replace the TAM, SAM or any other ABT employee or consultant providing Services under this Agreement.

**Deliverables**

At the end of each month the TAM will produce for Hosted Client a status report of the various production issues and the specific solutions and tasks that have been executed on the customer’s behalf.

**SECURITY ACCOUNT MANAGER SERVICES**

A Security Account Manager (“SAM”) will be assigned as a single point of contact for all security-related issues. Security-related calls will be to the AMC and the SAM will respond within fifteen minutes during normal business hours and outside normal business hours within 30 minutes. The Security Account Manager will be responsible for services set forth in the table below.

The Security Services provided by ABT shall be comprised of a “Site Lockdown” for Hosted Client’s Infrastructure and shall focus on hardening the site and its perimeter and establishing procedures for responding to security incidents.

<b>Site Lockdown</b>	
<b>Services</b>	<b>Description</b>
Security Account Manager (SAM)	Provides on-going management for ABT on security-package related issues, and serves as a focal point for supporting Hosted Client’s security needs on a 24 x 7 basis.

Quarterly External Vulnerability Scans	ABT will probe the Infrastructure from outside any perimeter protections for security vulnerabilities. The scans provide information on vulnerabilities associated with the servers and routers that comprise both the Shared Infrastructure and the Dedicated Infrastructure in the AHDC. Within two (2) business days of the completion of the Quarterly Scan, ABT will produce a report for Hosted Client based on the scan results containing interpretations and recommendations.
Standard Server Hardening	ABT shall develop configuration standards for Windows NT and Unix systems to reduce the risk of compromise in a hacker attack. ABT will work in conjunction with Hosted Client to review Hosted Client's CISO guidelines for servers security and prepare a gap analysis to show any discrepancies between ABT's configuration and CISO guidelines.
Incident Response Preparation	To provide efficient response in the event of a security incident the Incident Response and appropriate Hosted Client interaction will be documented in the Customer Operations Run Book (Security Section). All incidents that are deemed suspicious are to be reported immediately to Hosted Client following the security incident response team ("SIRT") process of tracking breaches of security.
Ongoing Intrusion Detection Service	ABT will provide ongoing intrusion detection services for the Infrastructure. ABT will respond to threats to the Infrastructure and/or the Licensed Technologies and provide a weekly service report with respect thereto. ABT also will maintain contact with Hosted Client while ABT is tracking a problem event following an alarm.

ABT will comply Hosted Client's security, privacy, audit and compliance requirements including ethical hacks and other audits on at least an annual schedule.

The parties have appended hereto as Attachment B, the initial Application Hosting Security Policies agreed to by the parties to effect compliance with Hosted Client's security requirements. The SAM (and such other ABT application and hosting security personnel as reasonably required) shall meet with Hosted Client CISO personnel to develop detailed procedures (the "Operational Security Guidelines") for the implementation of the Application Hosting Security Policies to the Licensed Technologies and the Infrastructure. They shall also develop a Security Policy Change Management Structure to modify the Application Hosting Security Policies and the Operational Security Guidelines to reflect changes in Hosted Client's security, privacy, audit and compliance requirements or changes in the Licensed Technologies or Infrastructure. ABT shall be deemed in compliance with Hosted Client's Security policies to the extent it is in compliance with the then applicable versions of the Application Hosting Security Policies and the Operational Security Guidelines as approved by Hosted Client's CISO personnel in writing. The



parties have appended hereto as Attachment H Hosted Client's privacy policy. To the extent required to implement Hosted Client's privacy policy with respect to the Services and the Licensed Technologies, the parties shall develop Operational Privacy Guidelines to govern the implementation of any changes to Hosted Client's Privacy Policy. ABT shall be deemed in compliance with Hosted Client's Privacy policies to the extent it is in compliance with the then applicable versions of the Hosted Client Privacy Policies and Operational Privacy Guidelines as implemented pursuant to a Privacy Policy Change Management Structure to be developed by the parties.

## **APPLICATION MANAGEMENT SERVICES**

All Licensed Technologies installed on the Infrastructure will be managed and monitored from the AMC. The AMC will be located in a physically secure and isolated network operations center. The AMC will connect to the Infrastructure in a manner that complies with Hosted Client's security, audit and compliance policies. The AMC network and management consoles will be on their own dedicated network, separate from the ABT' corporate network.

### **24 X 7 Application Monitoring and Support**

ABT will monitor on a 24 X 7 Basis the functional integrity of the Licensed Technologies and the Infrastructure. ABT will alert its Support Operations Engineers ("SOEs") of any compromise of such integrity. No compromise of such integrity shall last longer than one hour without being escalated to the top level of the escalation list provided by ABT.

ABT shall conduct roundtrip system and transaction testing beginning at the incoming demarcation to the AHDC for each hosted application transiting through the Shared Infrastructure, the Dedicated Infrastructure, the Hosted Client's servers, and back through the outgoing demarcation for such hosted application. Such testing shall be conducted no less than once every fifteen (15) minutes. Hosted Client will cooperate with ABT to establish test accounts on the Hosted Client's servers against which the testing programs can operate. In the event such test accounts cannot be established, ABT will limit active testing to the Infrastructure and Licensed Technologies but will continue to monitor data transmission both from Hosted Client's servers and the hosted application's demarcation point.

ABT will be responsible for facilitating the resolution of any failure of the end to end Licensed Technologies functionality, including, without limitation, coordinating the response and resolution of all telecommunication carrier and third party vendor outages.

### **Application Maintenance/Upgrades for General Release Product**

ABT will provide installation to the Dedicated Infrastructure of Upgrades and Updates to the Licensed Technologies, at no additional charge.

### **Change Management Services**

If Hosted Client wishes a change in the Infrastructure, Hosted Client must submit a change request form (see Attachment "E") to the Technical Account Manager requesting such change.



The general Change Control management process is outlined in Attachment “E”. The TAM will then work with Hosted Client, the relevant ABT Planning and Deployment functions and third parties to plan and schedule the migration through to the Quality Assurance and Production environments. Hosted Client can use this process to synchronize and coordinate changes with its interfacing systems. The TAM will also provide estimates to migrate and convert any customer-specific enhancements. The parties will determine Timeframes for the migration.

There are generally two categories of changes in the hosted environment. The first is change to the operating infrastructure and the second is changes to the application itself. Hosted Client shall have a dedicated configuration of the Licensed Technologies installed on the Dedicated Infrastructure and protected by a dedicated firewall. The Shared Infrastructure shall not contain any components of the Licensed Technologies. Changes to the Licensed Technologies or Dedicated Infrastructure can be scheduled at Hosted Client’s discretion for the regularly scheduled weekly change windows and coordinated through the TAM.

ABT will notify Hosted Client of pending changes to the Shared Infrastructure components prior to implementing changes. No non-emergency changes shall be made to Dedicated or Shared Infrastructure components without Hosted Client approvals as defined in the approved Run Book processes. Notification of pending changes must provide sufficient time (in no event less than 48 hrs) and detail to allow review by Hosted Client.

ABT reserves the right to make emergency changes to the Infrastructure, as required, without the prior consent of Hosted Client. ABT will notify Hosted Client of any such changes as soon as possible. In the event that Hosted Client disapproves of an emergency change made to the Infrastructure by ABT, Hosted Client shall so notify ABT who shall make such changes as are needed to address the concerns of Hosted Client.

Emergency changes requested by Hosted Client can be requested by an identified Emergency Change coordinator identified by Hosted Client and recorded in the Operations Run Book. Implementation of emergency changes requested by Hosted Client will begin within 30 minutes of receipt by ABT of the request for such emergency change unless Hosted Client provides a different implementation schedule.

### **Definition of Changes**

Regular Changes – These changes are requested by Hosted Client or ABT and executed in a scheduled maintenance window. For Licensed Technologies and Dedicated Infrastructure, these can be scheduled at Hosted Client’s discretion. The change window for Regular Changes, when there are changes scheduled, is Sunday 12:01 AM to 8:00 AM EST.

Expedited Changes – These changes are requested by Hosted Client or ABT and executed in an alternative scheduled maintenance window. For Licensed Technologies and Dedicated Infrastructure, these can be scheduled at Hosted Client’s discretion. The change window for Expedited Changes is Wednesday 12:01 AM to 8:00 AM EST.

Emergency Changes – Under certain circumstances, changes may need to be implemented bypassing the above requirement on notification. These Emergency Changes are defined as :

- ? Fixes to problems which impact service levels



- ? Changes that have to be implemented with 2 or less working day's notice to Hosted Client, excluding date of implementation e.g. due to legal or regulatory requirement

**Change Management Windows**

Change Management Windows are defined below. These are time windows in which maintenance, if scheduled, will occur. ABT will notify Hosted Client of any changes that affect the Infrastructure or the Licensed Technologies or that may otherwise affect Hosted Client's hosted application service and the TAM will review these with Hosted Client prior to implementation.

**General Maintenance to Third Party Data Center Infrastructure:**

The third party data center facilities provider performs routine maintenance to enable installing improvements to their network and infrastructure that the Dedicated Infrastructure connects to. Additionally, preventative maintenance is performed to correct potential issues that have been identified by their early warning procedures and processes that are based on careful monitoring and thorough analysis of activity logs of our network and facilities.

Generally providers make every effort to prevent disruptions in service and perform maintenance during low traffic times in order to minimize potential interruptions to customers' Internet operations. The Provider change windows vary from vendor to vendor. The change window and notification for each provider shall be documented in the Operational Run Book and the TAM will provide as much notification as possible to Hosted Client on pending provider changes that may affect their service.

**General Maintenance to Exodus Infrastructure:**

ABT performs routine maintenance to enable installing improvements to their network and infrastructure. Additionally, preventative maintenance is performed to correct potential issues that have been identified by ABT' early warning procedures and processes that are based on careful monitoring and thorough analysis of activity logs of their network and facilities.

ABT has two categories of maintenance: locally planned and globally planned. ABT makes every effort to prevent disruptions in service and performs maintenance during low traffic times in order to minimize potential interruptions to Hosted Client's Internet operations.

<b>Locally Planned</b>	<b>Globally Planned</b>
<b>1:00 a.m. - 3:00 a.m. Thursdays, local IDC time</b>	<b>12:00 a.m. - 5:00 a.m. Sundays Pacific Time</b>
This period of time is for each ABT Internet Data Center (IDC) to perform any needed local maintenance.	This extended period of time is reserved for large jobs at local IDCs or for maintenance that needs to be coordinated across IDCs.



ABT' AMC Maintenance of Licensed Technologies and Infrastructure (when required):

Sunday	12 AM – 8 AM Local Time for Regular Changes
Thursday	12 AM – 8 AM Local Time for Expedited Changes

## EXTERNAL CONNECTIONS

All connections between and among third parties, Hosted Client and the Infrastructure will be made, where technically possible, via secure IP connections via SSL at no additional charge. If not technically feasible, or where Hosted Client may require, such connections may be made via direct links. To the extent Hosted Client elects to use direct links, the parties shall mutually agree on a pricing structure for such direct links that allows ABT to recoup its direct out-of-pocket cost for such links, including setup and administrative fees.

ABT will provide connectivity to the hosted application service providers listed on Attachment C. To the extent ABT is able to supply connectivity to additional hosted applications it shall so notify Hosted Client who shall have the right to elect to receive such connectivity upon such terms and conditions as may be agreed upon by the parties. ABT will ensure that the Infrastructure does not permit the Licensed Technologies to access hosted application service providers not listed on Schedule C without Hosted Client's prior approval.

## SERVICE LEVEL GUARANTEES

### Uptime Guarantee

Subject to the specific exceptions set out below, ABT guarantees that all the Infrastructure (including both the Dedicated and Shared Infrastructure) will be available 99.00% of the time during the initial twelve (12) months of the Term. If Hosted Client wishes to continue the Hosting Services beyond the initial twelve (12) months, the parties will (no less than thirty (30) days prior to the expiration of the initial twelve (12) month period) cooperate to determine mutually agreeable Uptime Guarantees based upon all of the information gathered during the initial (12) months of the Term.

Uptime shall be measured on a calendar month basis and shall be reported to Hosted Client within five (5) business days following the end of each month. Scheduled downtime during Change Management Windows and other pre-scheduled downtime shall not be included when calculating uptime provided that (a) Hosted Client received notice no less than 48 hours prior to the downtime event, and (b) all such prescheduled downtime does not exceed 16 hours per month. In addition any downtime resulting from emergency changes requested by Hosted Client shall not be included in calculating downtime for the uptime guarantee. All other downtime shall be used to calculate compliance with the uptime guarantee. Downtime shall include both the unavailability of the Infrastructure as a result of equipment failures and outages as well as any time the servers or other Infrastructure components are operating at 100% capacity such that End Users are unable to complete transactions.



**Callback Response Times**

The following service levels are provided for the Infrastructure.

Priority	Description	Call Back Response Time
1	Infrastructure non-functional or severely degraded (e.g. server down, primary network down, connectivity to customer transaction based systems down or customers otherwise unable to perform transactions), or actual /attempted security breaches	15 Minutes from Problem Alert
2	Infrastructure is degraded but still working well enough to permit Hosted Client customers to perform transactions	30 minutes from Problem Alert
3	All other errors or problems with the Infrastructure not rising to the level of operational degradation.	24 Hours from receiving request

ABT will provide hourly updates to Hosted Client until problem resolution on any Priority 1 or 2 problem. Priority 3 problems will be updated on a daily basis. The Support Call Flow is outlined in Attachment “F”.

In cases where problems arise that impact satisfactory operation of the Infrastructure or the Licensed Technologies that originate with interacting components outside of the AHDC environment, ABT will be responsible for managing such problems and shall use commercially reasonable efforts to attempt to work with the appropriate parties to facilitate a quick problem resolution. ABT AHDC will provide updates to Hosted Client in accordance with the timeframes set out in this agreement.

*Hosted Client Obligation*

Hosted Client must provide contact details for their primary and secondary points of contact, their escalation chain and points as well as key contacts within their datacenter operations. Contact details should include details described in Attachment “D”.

**ABT AHDC Managed Service Customer Escalation**

ABT personnel will notify Hosted Client’s designated contact via phone and/or e-mail of any problem conditions that occur and keep such contact informed of the problem resolution status.

The following ABT’ AMC escalation process will be followed if a Priority 1 or 2 problem remains unresolved following the Call Back Response Time;

Priority	TAM Escalation	ASP Global Operations Manager	ASP Vice President of Application Hosting
1*	Within 15 minutes	Within 30 minutes of	Within 1 hour of

	of problem notification	problem notification	problem notification
2	Within 1 hour of problem notification	Within 1 hour of problem notification	Within 2 hours of problem notification
3	Within 8 hours of problem notification (during normal business hours)	Within 24 hours of problem notification (during normal business hours)	Within 48 hours of problem notification (during normal business hours)

\*For greater certainty, all breaches of security shall be deemed to receive Priority 1 escalation.

**Guarantee Performance Incentives**

1. In the event that in any calendar month following the third calendar month of the Availability Date, ABT fails to meet the Uptime Guarantee set forth above, the matter shall immediately be escalated to ABT senior management who shall immediately provide Hosted Client with a detailed written explanation of such failure and, within one week of such report, provide Hosted Client with a resolution plan to remedy such failure. In addition, Hosted Client shall receive a credit equal to one day’s hosting fees for each two hours of downtime in excess of the downtime permitted pursuant to the Uptime Guarantee, provided however, that the maximum number of days credit in any calendar month shall not exceed fifteen (15). If ABT fails to meet the Uptime Guarantee set forth above in two or more months during the term, Hosted Client may elect to terminate the Hosting Services and ABT shall assist with the transitioning the Licensed Technologies to an alternate hosting services provider.
2. In the event that, in any month during the first three calendar months immediately following the Availability Date, the actual uptime is such that, had the provisions of paragraph 1 applied, Hosted Client would have been entitled to the maximum number of credits, then Hosted Client shall be entitled to terminate the Hosting. ABT will provide reasonable cooperation with Hosted Client’s transition of the application sets to an alternative hosting services provider.
3. If an individual Priority 1 issue recurs more than twice in any month ABT senior management shall attend a face-to-face meeting with Hosted Client to resolve such failures and Hosted Client shall receive a credit from ABT equal to ten (10%) percent of the hosting fees that would otherwise be due to ABT for such month pursuant to the ECM Agreement.
4. In the event ABT fails to meet any Callback Response Times as set forth above on two or more occasions in two or more months in any calendar quarter, Hosted Client shall receive a credit equal to ten (10%) percent of the hosting fees that would otherwise be due to ABT for such calendar months in which the failures occurred.
5. Without limiting the foregoing, Hosted Client or its designee reserves the right to conduct an on-site audit and review of ABT systems, sites and procedures, and those of its subcontractors, at reasonable times and duration and upon reasonable advance notice to ABT to ensure ABT’ compliance with all applicable service level standards.



6. In order to receive any credits under paragraphs 1-5 above, Hosted Client must notify ABT TAM within ten (10) business days from the end of the quarter in which Hosted Client becomes eligible to receive such service credits. Failure to comply with this requirement will forfeit Hosted Client's right to receive such credits. Service credits will be issued in the ABT' AHDC invoice in the month following the request for the service credit.

**SERVICE REPORTING**

ABT will provide to Hosted Client the following reports at the indicated frequency in electronic format using the distribution method shown.

<b>Report Name</b>	<b>Description</b>	<b>Frequency</b>	<b>Distribution</b>
Incident/Outage Report	Trouble ticket and outage summary for period	Weekly	ABT Customer URL
Change Request Status and Schedule	Summary of outstanding requests	Weekly	E-mail and ABT Customer URL
Scheduled Maintenance Notification	Proactive notification of all known scheduled maintenance	Weekly	E-mail and ABT Customer URL
Monthly Billing Summary	Monthly charge; comprised of base price, per user incremental prices	Monthly	ABT Customer URL; will be followed up with hardcopy invoice
Bandwidth	Daily bandwidth usage for customer's FIPOD Complex	Weekly	ABT Customer URL
Status Report	Monthly Status Report, covering activities related to customer's FIPOD Complex	Monthly	ABT Customer URL
Intrusion Detection Report	A listing of all security events resulting in an intrusion of the environment	Weekly	E-mail and ABT Customer URL
Emergency Maintenance	A post event listing of all emergency maintenance performed on the environment	Ad hoc/as required	E-mail and ABT Customer URL
Alerts		Ad hoc/as required	E-mail and ABT Customer URL

## **MEETINGS AND REVIEWS**

The following meetings and reviews are available to be held to address (at Hosted Client's discretion) issues related to services listed in this Schedule. Meetings will occur on scheduled regular basis and be conducted via conference call and be lead by the Hosted Client's Technical Account Manager ("TAM") and Hosted Client's authorized contact. Minutes from each meeting will be recorded and delivered to Hosted Client for review.

### *Weekly*

To review Service Reports in order to track performance and ongoing issues. Frequent meetings during the first 6 months will allow for timely issue resolution. After the first 6 months of production use of the Infrastructure, meetings may at Hosted Client's discretion be held monthly.

### *Monthly*

To review Service Reports in order to track performance and ongoing issues, plan for change requests. Reports will be reviewed and discussed with any issues and concerns being addressed through an action plan documented by the TAM. These meetings provide a forum to raise new initiatives, concerns, make suggestions or identify roadblocks.

### *Semi-annual*

TAM will review all aspects of Service Level commitments on a semi-annual basis

### *Emergency/Ad Hoc*

ABT' TAM and Hosted Client will hold emergency meetings after any major or extended outages that may occur. The purpose of these meeting is to identify the cause and develop and implement action plans to prevent a recurrence. ABT will deliver to Hosted Client a root cause analysis of the outage within 24 hours of the incident.

In some circumstances, there will be a need to convene a joint meeting with Hosted Client that cannot wait for a weekly or monthly meeting. Such meetings can be requested by ABT' TAM or Hosted Client at any time provided 24 hours notice is given.

### *Hosted Client Obligation*

Hosted Client must provide distribution list for reports and minutes of meetings and other associated documentation.

## **Disaster Recovery and Continuity of Business**

On or before April 1, 2001, ABT shall make available to Hosted Client, at no additional cost to Hosted Client, a disaster recovery capability comprising the following:

- a. a backup infrastructure setup in Hackensack, NJ (the "Backup Infrastructure") within 72 hours of the Infrastructure being rendered non-functional;



- b. the Backup Infrastructure will provide all of the functionality of the Licensed Technologies described in Schedule C;
- c. the Backup Infrastructure will have a minimum capacity of no less than 50% of the capacity of the Infrastructure;
- d. the Backup Infrastructure will have full internet connectivity and ABT will conduct periodic test of such Internet connectivity;
- e. The Backup Infrastructure will be subjected to roundtrip system and transaction testing to ensure the availability of full system functionality with test results reported to Hosted Client;
- f. a detailed plan for the disaster recovery which shall include, among other things, the standards for declaring a disaster and implementing the disaster recovery plan (which in no event shall occur more than 30 hours after notification of a Priority 1 or Priority 2 event if such event has not been resolved within such time).

In addition to the standard disaster recovery capability described above, ABT will make other recovery and continuity of business options available to Hosted Client on the terms and conditions specified in Attachment G. In the event Hosted Client elects to receive the standard disaster recovery capability described above, Hosted Client may, upon written notice to ABT elect to receive additional or supplemental disaster recovery or continuity of business service on such terms as may be agreed upon by the parties.



**ATTACHMENT “A”**  
**AHDC SAMPLE STANDARD SCALED SERVICE**

The following listing of Dedicated and Shared Infrastructure components assumes an Infrastructure comprising 3 servers (Proxy, DB, Master) for production and 4 or more servers for application storage/access.

Dedicated Infrastructure components:

- 2 x Dell PowerEdge 350 Web Server / 2 x PIII-1.4Gz / 1 GB RAM / 1 x 80 GB HDD
- 2 x HP Openview Agent
- 2 x RainBow Crypto Swift II
- 1 x DELL POWEREDGE 350 WEB SERVER / 2 X PIII-1.4GZ / 1 GB RAM / 4 x 80 GB HDD
- 3 x Dell TFT 19” Flat Monitor
- 1 x 1 x KVM Switch
- 3 x Microsoft SQL Server
- 3 x Windows 2000 Server with 5 Client Licenses,4GB Utility Partition
- 1 x Nokia 440 / Checkpoint Firewall I / 25 Nodes / 4 Interfaces
- 1 x Cisco 2924XL Enterprise Switch

Shared Infrastructure components:

- 4 x Dell PowerEdge 2550 With Storage ( Application Server Option 1 with local storage )  
/ 2 x PIII-1.4GHz / 1 GB RAM /  
1st Hard Drive: 18GB 15K RPM Ultra 160 SCSI Hard Drive  
2nd Hard Drive: 18GB 15K RPM Ultra 160 SCSI Hard Drive  
4th Hard Drive: 73GB 10K RPM Ultra 160 SCSI Hard Drive  
5th Hard Drive: 73GB,U160M,SCSI,1 IN,10K,RMVBL  
3rd Hard Drive: 73GB 10K RPM Ultra 160 SCSI Hard Drive
- 1 x Rainbow Crypto Swift II
- 4 x Dell TFT 19” Flat Monitor
- 2 x 1 x Compaq KVM Switch
- 2 x SUN Netra T1 / CPU 440 MHz / 512 MB RAM / 18 GB HDD
- 5 x HP Openview Agent
- 4 x Windows 2000 Server with 5 Client Licenses,4GB Utility Partition
- 4 x Nokia 440 / Checkpoint Firewall I - VPN I / 50 Nodes / 8 Interfaces
- 10 x Cisco 2924XL Enterprise Switch
- 1 x Cisco 2621 / 32 MB RAM / 8 MB Flash / IP Plus IOS / NM-4S/A
- 1 x Cisco 2621 / 32 MB RAM / 8 MB Flash / IP Plus IOS / NM-32A
- 2 x Cisco 2621 / 32 MB RAM / 8 MB Flash / IP Plus IOS
- 1 x Cisco 3640 / 128 MB RAM / 16 MB RAM / IP Plus IOS
- 1 x Cisco 3662 / 64 MB RAM / 16 MB RAM / IP Plus IOS



**ATTACHMENT "B"**  
**APPLICATION HOSTING SECURITY POLICIES**



**ATTACHMENT "C"**

**ABT' ASP AHDC PREFERRED DEDICATED CONNECTION CARRIER**  
(Continental U.S.A.)

- ? MCI (preferred because of fiber presence)
- ? Pacific Bell (West Coast)
- ? AT&T
- ? Sprint



**ATTACHMENT “D”**

**CUSTOMER CONTACT LIST AND ESCALATION CHAIN**

PRIMARY AUTHORIZED POINT OF CONTACT	
Name	
Title	
Area of Responsibility	
Email Address	
Business Address	
Work Telephone Number	
Cell Telephone Number	
Home Telephone Number	
Fax Number	
Pager Number	
Immediate Manager’s Name	
Immediate Manager’s Title	
Immediate Manager’s E-mail Address	
Immediate Manager’s Telephone Number	

SECONDARY AUTHORIZED POINT OF CONTACT	
Name	
Title	
Area of Responsibility	
Email Address	
Business Address	
Work Telephone Number	
Cell Telephone Number	
Home Telephone Number	
Fax Number	
Pager Number	
Immediate Manager's Name	
Immediate Manager's Title	
Immediate Manager's E-mail Address	
Immediate Manager's Telephone Number	



KEY CUSTOMER DATACENTER/IT/LOB CONTACTS

KEY CONTACT #1	
Name	
Title	
Area of Responsibility	
Email Address	
Work Telephone Number	
Cell Telephone Number	
Fax Number	
Pager Number	

KEY CONTACT #2	
Name	
Title	
Area of Responsibility	
Email Address	
Work Telephone Number	
Cell Telephone Number	
Fax Number	
Pager Number	

KEY CONTACT #3	
Name	
Title	
Area of Responsibility	
Email Address	
Work Telephone Number	
Cell Telephone Number	
Fax Number	
Pager Number	

KEY CONTACT #4	
Name	
Title	
Area of Responsibility	
Email Address	
Work Telephone Number	
Cell Telephone Number	
Fax Number	
Pager Number	



**CUSTOMER ESCALATION CHAIN CONTACTS**  
(In order ascending order of priority)

<b>Escalation Level</b>	<b>Contact Details</b>
<b>Initial Contact</b>	<b>Name :</b> <b>Title :</b> <b>Business Tel :</b> <b>Cell Phone :</b> <b>Pager :</b> <b>E-mail :</b>
<b>Escalation Level 1</b>	<b>Name :</b> <b>Title :</b> <b>Business Tel :</b> <b>Cell Phone :</b> <b>Pager :</b> <b>E-mail :</b>
<b>Escalation Level 2</b>	<b>Name :</b> <b>Title :</b> <b>Business Tel :</b> <b>Cell Phone :</b> <b>Pager :</b> <b>E-mail :</b>



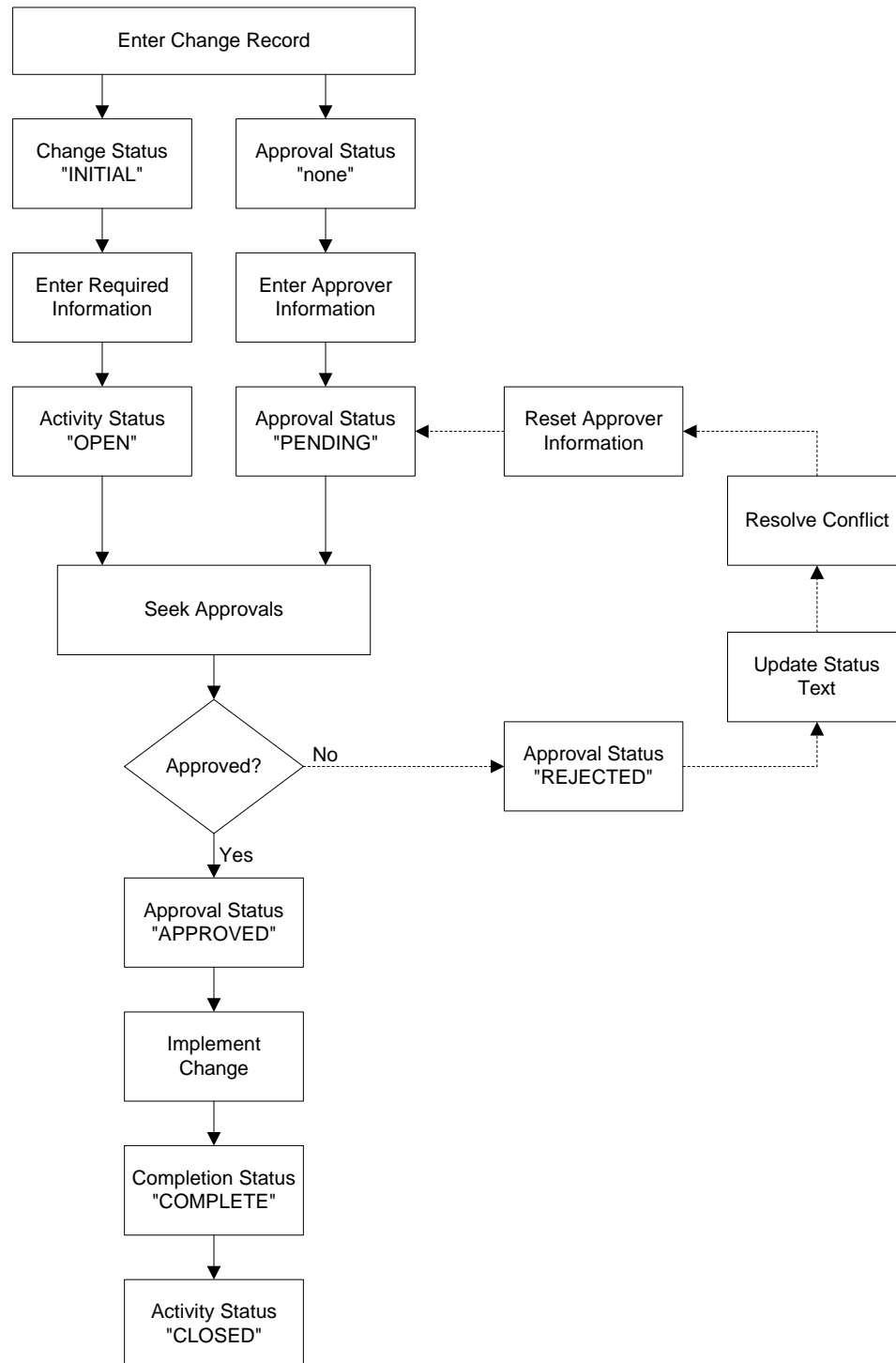
**ATTACHMENT "E"**

**SAMPLE CHANGE REQUEST FORM**

**Change Management Form**

Ticket No:	
Open Ticket Date:	
Date and Time of Implementation:	
Request by:	
Estimated Time to Implement Changes (Change and Back out plans):	
Type of Change:	
Details on Changes:	
Back out plans (revert back to the original state):	
Sign off:	
ABT Support Engineer:	Customer authorized contact:
ABT Operation Manager:	Customer authorized Manager:

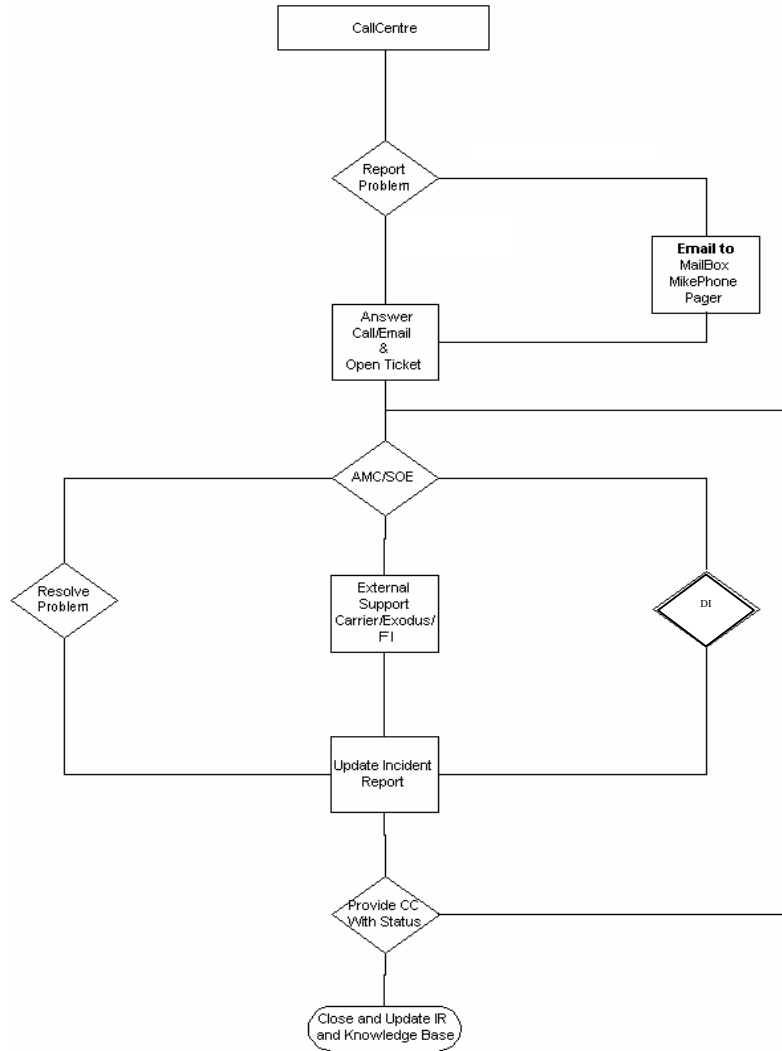
## AMC Change Management Process



**ATTACHMENT "F"**

**AMC Support – Call Flow**

**AMC Support - Call Flow**





**ATTACHMENT "G"**

Continuity of Business, Disaster Recovery  
Election of Supplemental Services

Hosted Client elects to receive the standard 72-hour disaster recovery capability to be supplied by ABT.



**ATTACHMENT "H"**

Privacy Policy

**ATTACHMENT ‘T’**

**LICENSED TECHNOLOGIES**

In connection with the provision of ECM Services to Customer, Customer must obtain the following third party licenses identified with a check mark (☑) below directly from the applicable licensor(s) or ABT, at Customer’s sole cost and expense. DI shall not be responsible for any failure of the ECM Services resulting, in whole or in part, from Customer’s failure to obtain any of the third party software license(s) identified below. [check as applicable]

	<b>FUNCTION</b>	<b>LICENSOR</b>
☑	<b>DATA NORMALIZATION</b>	<i>Project determined</i>
☑	<b>INDEXING</b>	<i>Project determined</i>
☑	<b>SEARCH ENGINE</b>	<i>Project determined</i>
☑	<b>TRANSFORM ENGINE</b>	<i>Project determined</i>
☑	<b>VIEWING ENGINE/ INTERNET</b>	? <i>Netscape, Microsoft, Adobe: Customer must obtain license to a standard browser technology.</i> ? <i>Netscape, Microsoft, Adobe: Customer must obtain license to a standard browser technology.</i> ? <i>DI: Integration tools</i>
☑	<b>VIEWING ENGINE/ INTRANET</b>	? <i>Netscape, Microsoft, Adobe: Customer must obtain license to a standard browser technology</i> ? <i>DI: Integration tools</i>
☑	<b>PLATFORM SOFTWARE</b>	? <i>Windows NT, Windows 95, Windows 97, UNIX, SunSPARC: Customer must obtain license to standard platform software</i> ? <i>DI: Integration tools</i>