

e-Builder Enterprise™ Service Level Agreement (SLA)

Version 4.0

Confidential Information



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This document is intended only for the use of Client personnel under the terms of the NDA on file. It may not be distributed outside of the client organization without previous authorization from e-Builder.

Service Responsibilities of e-Builder

e-Builder® agrees to provide application hosting services, application maintenance, application operation, infrastructure management, site availability, access to other technology resources which include hardware, network, and operating software, and user support for e-Builder Enterprise™. This includes maintenance and support services to diagnose problems, determine proper solutions and provide the implementation of, and/or implement any required solutions, changes, modifications, updates or other services as are necessary to allow e-Builder Enterprise to perform in accordance with its applicable documentation. e-Builder also agrees to provide phone and e-mail assistance by e-Builder support specialists with experience in functional and operational areas of e-Builder Enterprise regarding issues involving the usage of the system.

Hosting Service Responsibilities of e-Builder

e-Builder System and Application Availability

e-Builder agrees to provide e-Builder Enterprise in compliance with the following service availability schedule. e-Builder reserves the right to modify the scheduled down time period and will notify the Client of any change to the scheduled down time period before the change is made. All times are Eastern Standard Time (EST).

A. Normal Service Availability Schedule (Number of hours available each day):

Times	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Start	0:00	0:00	0:00	0:00	0:00	0:00	0:00
Stop	24:00	22:00	24:00	24:00	22:00	24:00	24:00

B. Scheduled Events That Might Impact Service Availability

Times	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Start	-----	10 PM	-----	-----	10 PM	-----	-----
Stop	-----	12 AM	-----	-----	12 AM	-----	-----

Excluding scheduled events, e-Builder agrees to provide 99.95% network and server availability.

System Backups

The system backup is designed to help e-Builder provide timely disaster recovery should the system be rendered inoperative due to hardware or environmental impacts. System restoration in the unlikely event of a disaster is included as a part of the service. A client may request (through their primary point of contact) restoration of individual files.

e-Builder agrees to perform full system backup monthly, incremental backups weekly and differential backups daily. All system backups include system and user data. Backups will be written to a local backup device with sufficient capacity to handle the data. A full backup of the information is also written to an off-site secondary data center location. e-Builder will determine the full, incremental and differential backup schedules as well as the software used to perform the backups. Incremental backups include

only files that have changed since the last full or incremental backup. Differential backups include all files that have changed since the last full backup. The difference between a differential backup and incremental backup is that the incremental backup includes only the files that have changed since the last full or incremental backup.

Support Service Responsibilities of e-Builder

e-Builder agrees to provide the following support service, including technical support, prerequisites, procedures for categories of problems, and appropriate contacts for problem reporting. e-Builder shall provide a list of contact names and phone numbers that may be updated upon prior written notice, as necessary, with Client approval.

e-Builder Help Desk - Toll-free end-user technical telephone support is available at 1- 888-288-5717 (e-Builder Help Desk) or by email at Support@e-builder.net Monday - Thursday, from 8 am to 8 pm EST, and Friday, from 8 am to 7 pm EST excluding e-Builder's published holidays, not to exceed nine (9) holidays, unless mutually agreed upon in writing by Client. If support is required by Client outside of normal operating hours, an on-call help desk representative may be contacted 24 hours a day 7 days a week.

Problem Severity Level Definitions - Unscheduled downtime and any other failure to meet performance or service standards shall be assigned a problem severity level based upon the following definitions:

1. **Critical** - All end users have lost connectivity and all or most of the system functionality is lost, the system is not operational, there has been a material security problem detected within the system, or if the ability of authorized users to search, retrieve, and display information is totally absent, and there is no work around.
2. **High** - More than one end user has lost connectivity and much of the system operation is lost, but some functions are active. A critical problem with a reasonable work around may be dropped to high, if mutually agreed to by Client. Although a work around solution may exist, it is unacceptable for a long-term circumvention.
3. **Medium** - Some functionality on the system is lost, system response time is in excess of two (2) minutes per query over a one hour period, or there is a problem which affects a non-critical part of the system functionality. A high problem can be dropped to medium if an acceptable work around is found, if mutually agreed to by Client. Although a work around solution may exist, it is unacceptable for a long-term circumvention.
4. **Low** - No outage of service is experienced. A medium problem can be dropped to low if an acceptable work around is found, if mutually agreed to by Client.
5. **Information** - A request for information about products or services by Client.

Problem Resolution Process and Time Frame - Unscheduled downtime (problems) and any other failure to meet performance or service standards shall be resolved based upon the following:

1. **Critical** - Response from help desk representative within fifteen (15) minutes. Problem escalated to e-Builder's Development team if service level is not restored or problem corrected within thirty (30) minutes. e-Builder's Director of Operations notified within one (1) hour. Resolution will be complete within two (2) hours of e-Builder's receipt of service call and/or receipt of sufficient information and assistance needed to replicate the problem, as agreed upon by Client.
2. **High** - Response from help desk representative within fifteen (15) minutes. e-Builder's Director of Operations notified within one (1) hour. e-Builder's Development team notified within two

(2) hours. e-Builder's Director of Services notified within three (3) hours. Within three (3) hours of the initial service call, a mutually satisfactory date and time will be agreed upon in which e-Builder shall have fixed the problem or provided a temporary, acceptable work around.

3. **Medium** - Response from help desk representative within thirty (30) minutes. e-Builder's Director of Operations notified same business day. e-Builder's Development team notified same business day. e-Builder's Director of Services notified within twenty four (24) hours if solution or acceptable work around has not been found.
4. **Low** - Response from help desk representative within same business day. e-Builder's Director of Operations notified after three (3) business days if solution or acceptable work around has not been found.
5. **Information** - A request for information about products or services shall be satisfied within three (3) business days.

Service Level Warranties

In the event that the Client experiences any of the service performance issues as a result of e-Builder's failure to provide bandwidth or facility services, e-Builder will, upon Client's request in accordance with the following information, credit the Client's account as described below (the "Service Level Warranty"). The Service Level Warranty shall not apply to any services other than bandwidth and facility services, and, shall not apply to performance issues caused by factors outside of e-Builder's reasonable control, resulting from any action or inaction of the Client or any third parties, or resulting from the Client's equipment and/or third party equipment (not within the sole control of e-Builder).

Service Level Warranty Definitions

- **Downtime** – Inability to connect to the hosting server due to failure between the hosting server and the internet for ten (10) consecutive minutes due to the failure of e-Builder to provide Service(s) for such period. Downtime shall not include any packet loss or network unavailability during scheduled maintenance. Downtime does not mean an inability to connect to the hosting server due to a failure between the user's PC and the Internet.
- **Excess Latency** – The sustained round-trip packet time greater than one-hundred and fifty milliseconds (150 ms) for traffic within the e-Builder Network and/or its network provider.
- **Performance Problem** – Excess Latency or the failure of e-Builder software to perform its intended purpose or inability to connect to the hosting server provided by e-Builder or its service provider.
- **Service Credit** – An amount equal to the pro-rata recurring subscription charges (i.e., all recurring charges paid by Client to e-Builder for use of the e-Builder software) for one (1) day of Service.

Downtime Periods – In the event the Client experiences Downtime, Client shall be eligible to receive from e-Builder a Service Credit for each Downtime period. Examples: If the Client experiences one Downtime period, it shall be eligible to receive one Service Credit. If the Client experiences two Downtime periods, either from a single event or multiple events, it shall be eligible to receive two Service Credits.

Client Must Request Service Credit – In order to receive any of the Service Credits described, the Client must notify e-Builder in writing within fourteen (14) calendar days from the time the Client becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit the Client's right to receive a Service Credit.

Remedies Shall Not Be Cumulative; Maximum Service Credit – The aggregate maximum number of Service Credits to be issued by e-Builder to the Client for any and all Downtime periods and Performance Problems that occur in a single calendar month shall not exceed thirty (30) Service Credits. A Service Credit shall be issued on the invoice in the month following the Downtime or Performance Problem, unless the Service Credit is due in a month where no invoice is issued. In such case, a refund for the dollar value of the Service Credit will be mailed to the Client.