

Production Support and Service Level Agreement (SLA)

ScopeMaster's Software as a Service, ScopeMaster ("Service") is based on a multi-tenanted operating model that applies common, consistent management practices for all customers using the service. This common operating model allows ScopeMaster to provide the high level of service reflected in our business agreements. This document communicates ScopeMaster's Production Support and Service Level Availability Policy ("SLA") with its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the Master Agreement.

1. Technical Assistance Terms:

ScopeMaster will provide Customer with 9-5pm 5 days per week UK time technical assistance in accordance with this SLA.

2. Service Availability:

ScopeMaster's Service Availability commitment for a given calendar month is 98%.

Service Availability is calculated per month as follows:

$98\% > (\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}) / (\text{Total} - \text{Planned Maintenance})$

Definitions:

Total is the total minutes in the month

Unplanned Outage is total minutes unavailable in the month outside of the Planned Maintenance window

Planned Maintenance is total minutes of planned maintenance in the month.

Currently, Planned Maintenance is four (4) hours for weekly maintenance, plus four (4) hours for monthly maintenance, plus four (4) hours for quarterly maintenance.

ScopeMaster's current weekly maintenance begins at 2:00 am (UK time) on Saturday; monthly maintenance begins at 6:00 am (UK time) on Saturday; and quarterly maintenance begins at 10:00 am (UK time) on Saturday. All times are subject to change upon reasonable notice. If actual maintenance exceeds the time allotted for Planned Maintenance it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month. The measurement point for Service Availability is the availability of the ScopeMaster Production Service at the ScopeMaster production data center's Internet connection points.

3. ScopeMaster Feature Release and Service Update Process:

Periodically, ScopeMaster introduces new features in the ScopeMaster Service with enhanced functionality across ScopeMaster applications. Features and functionality will be made available as part of a major feature release ("Feature Release") or as part of weekly service updates ("Service Updates"). Feature Releases will take place approximately twice per year. The frequency of Feature Release availability may be increased or decreased by ScopeMaster at ScopeMaster's discretion. Feature Releases will take up to twelve (12) hours to update and will require the Service to be taken down for some or all of that time (which time shall not be considered an Unplanned Outage). Specific information and timelines for Feature Releases and Service Updates will be published online. Feature Releases will be performed during a weekend following any Planned Maintenance.

4. Service Response:

ScopeMaster's Service Response commitment is: (i) not less than 50% of (online) page views in two (2) seconds or less and (ii) not more than 10% in five (5) seconds or more. Any page views that involve analysing or counting of functional size are excluded from this. Service Response is the processing time of the ScopeMaster Production Service in the ScopeMaster production data center to complete transactions submitted from a web browser. This Service Response commitment excludes requests submitted via ScopeMaster Web Services and excludes any transaction involving the analysing of text or counting of functional size. The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the ScopeMaster Production data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month via the Customer Center.

5. Disaster Recovery:

ScopeMaster will maintain a disaster recovery plan for the ScopeMaster Production Service in conformance with ScopeMaster's most current Disaster Recovery Summary, the current version of which can be viewed on the ScopeMaster Community. ScopeMaster commits to a recovery time objective of twelve (12) hours - measured from the time that the ScopeMaster Production Service becomes unavailable until it is available again. ScopeMaster commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the ScopeMaster Production Service became unavailable. ScopeMaster will test the disaster recovery plan once every six months, and will make available a written summary of the results of the most recent test available to Customers.

6. Case Submittal and Reporting:

Customer's Named Support Contacts may submit cases to ScopeMaster Support via the ScopeMaster Customer Center. Named Support Contacts must be trained on the ScopeMaster product(s) for which they initiate support requests. Each case will be assigned a unique case number. ScopeMaster will respond to each case in accordance with this SLA and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other commercially reasonable solution to the issue. Case reporting is available on demand via the ScopeMaster Customer Center.

7. Severity Level Determination:

Customer shall reasonably self-diagnose each support issue and recommend to ScopeMaster an appropriate Severity Level designation. ScopeMaster shall validate Customer's Severity Level designation, or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the ScopeMaster Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

8. Support Issue Production Severity Levels - Response and Escalation:

Response Time is the period from the time the Production case was logged in the Customer Center until ScopeMaster responds to Customer and/or escalation within

ScopeMaster, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.

Severity Level 1:

Definition: The ScopeMaster Service is unavailable for all users or a ScopeMaster issue prevents timely: payroll processing, tax payments, entry into time tracking and/or financials closing (month-end, quarter-end or year-end).

ScopeMaster Response Commitment: ScopeMaster will respond within one (1) hour of receipt of case.

Resolution: ScopeMaster will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.

Escalation: If the problem has not been resolved within one (1) hour, ScopeMaster will escalate the problem to the appropriate ScopeMaster organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.

Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.

Severity Level 2:

Definition: The ScopeMaster Service contains a bug that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.

ScopeMaster Response Commitment: ScopeMaster will respond within one (1) hour of receipt of case.

Resolution: ScopeMaster will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.

Escalation: If the problem has not been resolved within four (4) hours, Customer may request that ScopeMaster escalate the problem to the appropriate ScopeMaster organization where the escalated problem will have higher priority than ongoing development or operations initiatives.

Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.

Severity Level 3:

Definition: The ScopeMaster Service contains a bug that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.

ScopeMaster Response Commitment: ScopeMaster will respond within four (4) hours of receipt of case.

Resolution: If resolution requires a ScopeMaster bug fix, ScopeMaster will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.

Escalation: If progress is not being made to Customer's satisfaction, Customer may request that ScopeMaster escalate the problem to the appropriate ScopeMaster organization

Customer Response Commitment: Customer will respond to ScopeMaster requests for additional information and implement recommended solutions in a timely manner.

Severity Level 4:

Definition: The ScopeMaster Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.

ScopeMaster Response Commitment: ScopeMaster will respond within twenty-four (24) hours of receipt of case.

Resolution: If resolution requires a ScopeMaster bug fix, ScopeMaster will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.

Escalation: Customer may request that ScopeMaster escalate the problem to the appropriate ScopeMaster organization.

Customer Response Commitment: Customer will respond to ScopeMaster requests for additional information and implement recommended solutions in a timely manner.

Severity Level 5: (Including Customer Care and Operations Requests):

Definition: Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. Questions about configuration and functionality should be addressed to the Customer Community. If necessary to open a Support case requesting assistance, Severity 5 should be used.

ScopeMaster Response Commitment: ScopeMaster will respond within twenty-four (24) hours of receipt of case.

Resolution Commitment: ScopeMaster will respond to request. Customer will be notified of status changes.

Escalation: Customer may request that ScopeMaster escalate the problem to the appropriate ScopeMaster organization.

Customer Commitment: Customer will respond to ScopeMaster requests for additional information in a timely manner.

9. ScopeMaster Support Scope:

ScopeMaster will support functionality that is developed by ScopeMaster and under its direct control. For all other functionality, and/or issues or errors in the ScopeMaster Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, ScopeMaster may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of ScopeMaster's support obligations. Service Level failures attributable to (i) Customer's acts or omissions; and (ii) force majeure events shall be excused.

10. Service Credits: In the event of a failure by ScopeMaster to meet the Service Availability and Service Response minimums as set forth in this SLA, as Customer's sole and exclusive remedy, at Customer's request, ScopeMaster shall provide service credits in accordance with the Master Agreement or applicable Order Form.

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