

**Exhibit A**

**TECHNICAL SUPPORT AND SERVICE LEVEL COMMITMENT**

**A. Technical Support**

As part of the Software, Boston Logic shall provide technical support services to Customer as follows:

**Support/Problem Resolution.** The Support Staff at Boston Logic assists clients with requests using the following steps and procedures to track client interactions.

**Contacting Boston Logic Support Services**

<b><u>Support Hotline</u></b>	<b>617-266-9166 option 2</b>
<b><u>Support Email</u></b>	<b>help@bostonlogic.com</b>

**Standard Business Hours**

Support Representatives answer incoming calls and address cases open in the Boston Logic Customer Center during standard business hours\*of:

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
9am – 8pm (Eastern Time)	8am – 8pm (Eastern Time)	8am – 8pm (Eastern Time)	8am – 8pm (Eastern Time)	8am – 8pm (Eastern Time)

*\*Excluding US Holidays: New Year’s Day, Presidents day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day*

Customer may purchase extended hours of support if indicated on the Order Schedule.

**B. Service Level Commitment**

Boston Logic warrants the Software will be generally available ninety-eight percent (98%) of the time (i.e. will serve content from Boston Logic’s hosting facility via HTTPS 98% of the time), except as provided below. General availability will be calculated per calendar quarter, as follows:

$$\left[ \left( \frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 98\%$$

Where:

- *total* means the total number of minutes for the quarter
- *nonexcluded* means downtime that is not *excluded*
- *excluded* means the following:
  - Any planned downtime of which Boston Logic gives 8 hours or more notice. Boston Logic will use commercially reasonable efforts to schedule all planned downtime during the weekend hours from 12:00 a.m. EST, through 5:00 a.m. EST.
  - Any period of unavailability lasting less than 1 minute.
  - Any unavailability caused by circumstances beyond Boston Logic's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Boston Logic employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Boston Logic's possession or reasonable control, and network intrusions or denial of service attacks.

For any partial calendar quarter during which Customer subscribes to the Software, general availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed. In addition, unavailability of some specific features or functions within the Software, while others remain available, will not constitute unavailability of the Software, so long as the unavailable features or functions are not, in the aggregate, material to the Software as a whole.

**Credits:** Should Boston Logic fail to meet 98% general availability of the Service for a calendar quarter, Customer shall receive a credit for one (1) full day of its Boston Logic Software subscription, for each full one (1) hour of general Service unavailability below ninety-eight percent (98%). Any such credit shall be applied to Customer's next invoice (or refunded if there are no forthcoming invoices). The foregoing credits specified above shall be the sole remedy available to Customer for breach by Boston Logic of its availability warranty set forth herein.

**Reporting and Claims:** To file a claim under this Exhibit A, Customer must send a written claim to Boston Logic with the following details:

- Billing information, including company name, billing address, billing contact and billing contact phone number
- Downtime information with dates and time periods for each instance of downtime during the relevant period
- An explanation of the claim made under this Section including any relevant calculations.

Claims may only be made on a calendar quarter basis and must be submitted within ten (10) business days after the end of the relevant quarter.

All claims will be verified against Boston Logic's system records. Should any periods of downtime submitted by Customer be disputed, Boston Logic will provide to Customer a record of Service availability for the period in question. Boston Logic will only provide records of system availability in response to good faith Customer claims.