

Acorn Technologies, Inc.
Service Level Agreement

Service Level Agreement (SLA) Attachment

1. Goals. The purpose of this SLA is to provide dependable, timely service and support for the technology needs of Client. Consultant agrees to respond in a timely manner and to resolve issues with the operating system and software on the server(s) listed below ("The Listed Servers").
2. Sole Provider. In order for this Service Level Agreement to be effective, Consultant must be the sole provider of technical services to Client. If technical support services are provided by any other party, including Client, the SLA portion of this Agreement will be invalidated.
3. Operational. Operational is defined as working and available to Client. A server is Operational when the Client can use it in the normal course of business and Client's business operations are not adversely affected by the operational state of the server.
4. Failure. A failure occurs when any critical function of the server is not performing adequately to allow Client to continue normal operations. It is assumed that Client is losing money when the listed servers have one or more failures.
5. Exclusions. Failures under this SLA do not include hardware problems, including but not limited to problems with the motherboard, processor, disc drives, network cards, fans, and power supplies.
6. Force Majeure. Client acknowledges and agrees that Consultant shall not be responsible for any failures or delays in performing services under this SLA which are caused by actions or events outside of Consultant's control. Such actions include but are not limited to hardware failure, network interruptions, actions taken by internet service providers or other third parties, Acts of God, acts of civil or military authority, fires, wars, riots, earthquakes, storms, typhoons and floods.
7. Claims. In order to be compensated under this SLA, Client must reporting downtime and response time incidents in writing, by email, or by fax. Claims for SLA remedies must be made within 7 days of the failure.
8. Hours of Service. Consultant Hours of service are 8:00am to 5:00pm on business days, excluding national holidays. Consultant's help desk, web site, and off-hours voicemail serve as means of reporting service requests.
9. Response Times. All service requests for the listed servers will be acknowledged to Client within two (2) hours. Work on all service requests for the listed servers will begin within four (4) hours of the submission of the service request. Consultant will make periodic reports to Client regarding the status and progress on the service request.
10. Downtime Compensation. In the event that the Listed Servers experience unplanned Failures or are not Operational within the definitions of this Agreement, Consultant agrees to provide compensation to Client equivalent to three times the amount paid by Client for each day the server is affected. Compensation will be in the form of credit applied to Client's account. The minimum failure time will be one day and the minimum compensation time will therefore be three days.

Downtime percent is calculated as follows:

$$\frac{\text{Days or partial days of failure} \times 3}{\text{Workdays in the month}}$$

Downtime Compensation is calculated as follows: Downtime percent times amount paid for server maintenance for the month.

11. Response Time Compensation. In the event that Consultant fails to provide adequate response time, as defined in this Agreement, Consultant agrees to provide compensation to Client equivalent to three times the Ontime Failure Rate times the amount paid for server maintenance for the month. Compensation will be in the form of credit applied to Client's account.

Ontime Failure Rate is calculated as follows:

$$1 - \frac{\text{Number of ontime responses}}{\text{Total Service Requests in the Month}} \times 3$$

Ontime Failure Rate Compensation is calculated as follows: Ontime Failure Rate times amount paid for server maintenance for the month.

12. Liability. Client agrees that Consultant's entire liability, and Client's exclusive remedy, with respect to this SLA is limited to the amount Client paid to Consultant for Services during the previous three (3) full months. All other limitations of liability are identical to those agreed to in the Service Agreement.

13. Enrolled Servers. The following server or servers are covered by this SLA:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CONSULTANT:

CLIENT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____