

SBS PORTALS

Smart Business Solutions + CloudIT Suites

SBS Group Software Hosting Agreement

SBS Responsibilities

Initial Portal Setup:

Set up a functioning portal environment based on the configuration data provided by the Subscriber.

The setup includes:

- Creation of a secure portal environment for the Subscriber using the logos and addresses provided by the Subscriber.
- Creation of user accounts, security feature setup, and other capabilities as defined in the attached appendix.

On-Going Support:

All updates to the software for subscribed modules

Maintaining the server availability

Maintaining the security of the servers and network

Maintaining backups of Subscriber data stored on SBS server(s)

24-hour Help Desk system to initiate a support request

On-going account management includes setting up new users, modifications, and additions based on the functional modules subscribed to by the Subscriber. If new functionalities require a significant redesign of the initial setup and scope, there may be a nominal service fee that will be discussed and agreed upon by the Subscriber before the work gets done.

I. Subscriber Responsibilities

Initial Portal Setup:

The subscriber will provide the completed setup sheet.

Verify the setup to ensure that they have all the features that are agreed upon.

Provide a time slot for SBS to train the users.

On-Going Usage:

To access the SBS portal, the Subscriber must provide its users:

- An Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading.
- A fully functional Internet browser.

Subscribers will follow the recommended protocol to access technical support.

II. Maintenance

Scheduled Maintenance:

To ensure optimal performance of the servers, SBS will perform routine maintenance on the server(s) regularly, requiring server(s) to be removed from service. SBS reserves two hours of server unavailability per month for maintenance purposes. This server unavailability will be excluded from the uptime calculations. The maintenance is typically performed during off-peak hours. SBS will provide the Subscriber with advanced notice of maintenance whenever possible.

Emergency Maintenance:

Under certain circumstances, SBS may need to perform emergency maintenance, such as security patch installation or hardware replacement to keep the portal functioning. SBS will not be able to provide the Subscriber with advanced notice in case of emergency maintenance. This server's unavailability due to Emergency Maintenance will be excluded from the uptime calculations.

III. Ownership of Data

All data created by the Subscriber and/or stored by the Subscriber within SBS's applications and servers are considered by SBS to be the Subscriber's property and are for the Subscriber's exclusive use unless access is permitted by the Subscriber. SBS does not claim ownership of any type of data contained within the Subscriber's portal server space unless SBS has a good faith belief that such content or data is owned by SBS, its agents, affiliates or vendors.

IV. Penalty for Non-Compliance – Refunds

Servers Availability

If network or server availability for the full month is below the guaranteed level, SBS will issue a refund to Subscriber according to the schedule below.

Server availability	Amount of the refund as a percentage of monthly fee
99.0% to server guarantee level	5% of monthly fee credited.
98.0% to 98.9%	10% of monthly fee credited.
95.0% to 97.9%	15% of monthly fee credited.
90.0% to 94.9%	25% of monthly fee credited.
89.9% or below	2.5% credited for every 1% of lost availability. up to the maximum total penalty limit

To receive a refund for downtime, the Subscriber must (a) be in good financial standing with SBS, and (b) send an email or written refund request to the SBS Billing Department in the month immediately following the month for which the Subscriber is seeking a refund. Refund requests must include the Subscriber account, username, and the dates and times of server unavailability.

The SBS Billing Department will compare information provided by the Subscriber to the server availability monitoring data SBS maintains. A refund is issued if SBS can confirm from the monitoring data the server availability warranting the refund.

Total Penalty Limits:

The total refund to Subscriber for any account may not exceed 50% of the monthly fees charged to that account during the month for which the refund is to be issued unless the amount to be refunded is less than \$10.00 in which case the refund amount will be zero. Only one refund and refund level are available in any given month.

V. Server(s) Availability

SBS's primary commitment is to provide outstanding web hosting service to all Subscribers. To support this commitment, SBS observes the following schedule of remedies for any failure to meet the expressed guarantees in this Service Level Agreement.

Web Server Availability:

SBS guarantees at least 99.99% Web Server Availability. Web Server Availability is defined as the ability to retrieve the HTTP headers from the hosting server, calculated every month.

Denial of service attacks or other types of attacks directed toward SBS's network of servers resulting in or contributing to downtime will not be included in Web Server Availability calculations.

Web Server Availability Monitoring:

To verify the Web Server Availability, SBS will probe the HTTP service to retrieve HTTP headers on the server every ten minutes, with a 30-second failure threshold. If the probe is not successful, the server is considered non-operational and is automatically restarted. If restarting the server does not solve the problem, it is immediately escalated to technical support and the system administrators.

If two or more consecutive server probes fail, server downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than five minutes in duration is not recorded. SBS will calculate server uptime and refund eligibility amounts based on this type of server monitoring.

VI. Storage Capacity, Data Transfer, Server Resources

Each account is allotted storage capacity and data transfer amounts on SBS's servers according to the plan and options selected by the Subscriber. This storage size and data transfer allotments can be increased for an additional charge up to the maximum amount allowed for each plan or service. The servers may stop accepting, processing, or delivering data when the purchased limit is reached thus causing server unavailability or data loss. SBS shall not be held responsible for such unavailability or data losses.

VII. Data Integrity

SBS employs sophisticated RAID techniques to ensure the integrity of the data on its servers; the data is written to multiple disks simultaneously to prevent data loss in the event of hardware failure. SBS performs routine server backups for disaster recovery purposes only. Server backup scope and scheduling is at SBS's sole discretion. Subscribers can request retrieval of data overwrites or deletions for up to 14 days as long as the data is captured in one of the differential or full backup.

SBS will host data in a data center that has a very high level of security. It will use encryption technologies to encrypt data that moves from the server to clients. All the user passwords are hashed and are known only to the user. SBS takes no responsibility for the data that might be compromised due to sharing or careless use of password storage or any other uncontrollable factors. Subscribers may store confidential information at their own risk. SBS will make sure that no SBS representative willfully logs into the Subscriber portal environment.

VIII. Data Retention

SBS shall not be responsible for retaining any Subscriber data after account termination and delivery of data to Subscriber. Data will be delivered to the Subscriber within 30 days of termination. All data is deleted from the servers after the account is terminated and from back-ups during scheduled back-up rotation.

IX. Support

SBS will provide the Subscriber with technical support on setting up and configuring the account, access to SBS's server, and other issues related to the software provided by SBS at no additional charge.

Help Desk Technical Support:

<http://support.sbsportals.com>. Available 24 hours for initiating a ticket.

E-mail technical support:

Email Hours: 24 hours, 7 days per week, and 365 days of the year.

Email Address: help@sbsportals.com

Phone technical support:

Phone Hours: 8 AM to 5 PM EST, Monday through Friday, excluding U.S. national holidays.

Phone Number: 800-974-1841 or 866 335 5656

Upon contacting support Subscriber will be required to provide your account username and a full description of the problem including error messages, screenshots, and other troubleshooting information as requested. by technical support personnel.

SBS will respond to technical support requests in a timely fashion. The Technical Support Department assigns the highest priority to subscriber inquiries related to the servers' unavailability. These issues are addressed first upon notification from a subscriber. The time to respond guarantee does not apply to any inquiries that require extensive research and testing.

X. Billing and Other Account-Related Inquiries

Billing: For billing inquiries, contact the Billing Department.

Hours: 8 AM to 5 PM EST, Monday through Friday, excluding U.S. national holidays

Phone Number: 800-974-1841 or 574 289 3361

Email: billing@sbsportals.com

Please note: SBS must receive notice of billing disputes within sixty days of the date Subscriber credit card charge or check cashing date.

Sales: For sales inquiries, contact the Sales Department.

Hours: 8 AM to 5 PM EST, Monday through Friday, excluding U.S. national holidays

Phone Number: 800-974-1841

Email: Sales@sbsportals.com

XI. Escalation

If you have unresolved concerns with SBS's service or technical support issues, please contact the The support department by calling 800 974 1841 or 866 335 5656.

XII. Privacy

SBS values the privacy of its subscribers. SBS will not reveal any information about Subscriber users or any other privileged information SBS may be familiar with. SBS will strictly follow all compliance mandates. SBS will train and educate SBS's employees to strictly follow any privacy mandates dictated by Subscriber and or any state or federal mandates.

XIII. Non-Disclosure and Intellectual Property Rights

The functionality of the software and ongoing functional upgrades are proprietary to SBS. Subscribers will not disclose the portal functionality to SBS's competitors. All product data provided by SBS should be used strictly for product evaluation or ongoing usage. Under no circumstances can the Subscriber provide the details of this application to others for reverse engineering this product. The user interface, the integration between various modules, pre-packaged solutions for each vertical, and all other features of this portal are the sole property of SBS, LLC. If the features need to be reviewed with external consultants for the purpose of evaluation, written permission should be obtained from SBS.

Similarly, SBS will hold all information shared by its Subscriber as privileged and will not reveal the business information to any other party without written authorization by the Subscriber.

XIV. Exit Strategy

If the Subscriber decides to terminate the subscription agreement, SBS will download all the Subscriber's data files and any easily retrievable Metadata in a neutral format and provide the data on an appropriate media. As a matter of clarification, SBS will provide this data within 30 days of termination by the Subscriber. SBS will make every effort to provide as much useful information as possible. It should be noted that some of the data that relates to the process metrics and tasks is not retrievable as this data is not useful in a stand-alone environment.

XV. Periodic Forwarding of Data to Subscriber

Based on Subscriber requirements, SBS can copy all files and other useful information on movable media and forward it to Subscriber for their use and or redundant safety. SBS may charge additional fees for this service.

XVI. Term and Renewability Options

1. **Length of service:**
Subscriber agrees to an initial twelve (12) month contractual term of service ("Term") payable on a monthly or annual basis.
2. **Renewal by Subscriber:**
This agreement will automatically renew for successive twelve (12) month Terms unless canceled in writing by the Subscriber due to dissatisfaction. Renewal prices are subject to change. Renewed prices will never exceed more than a 10% increase per year. Renewal of services by Subscriber indicates agreement to any Contract revisions and price changes. Renewal fees for the following term will be automatically invoiced to your account. Subscription fees can change during the contract period if the scope of service is changed per subscriber request.
3. **Contract termination:** Subscriber can terminate the contract at any time by giving 60 days notice. It is expected that subscribers will allow SBS to rectify any factor that may have caused dissatisfaction.
4. **Failure to pay:** Failure of the Subscriber to remit payment to SBS by the invoice due date is cause for disabling of Subscriber's login accounts from the SBS server. Subscriber agrees that SBS shall not be held liable for such disconnection.

XVII. Limited Liability

1. Under no circumstances, including negligence, shall SBS, its offices, agents, or anyone else involved in creating, producing or distributing SBS's Portal Service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the SBS Portal Service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to SBS's records, programs or services. Subscriber hereby acknowledges that this paragraph shall apply to all content on SBS's servers.
2. Notwithstanding the above, Subscriber's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence, or otherwise, shall not exceed the aggregate dollar amount that Subscriber paid during the term of this Agreement.

XVIII. Lawful Purpose

Subscribers may only use SBS's servers for lawful purposes. Transmission of any material in violation of any Federal, State, or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secrets.

XX Notices:

All notices should be in writing and communication addresses are as follows.

Hosting Services Provider:

SBS Group LLC
Information and Records Associates Inc.
908 E Wayne St.
South Bend, IN 46617