

CDYNE Corporation
Service Level Agreement – CDYNE Web Services
Aug 4, 2011 – Rev 2.7

Business Description:

CDYNE Corporation provides Web Services that integrate data and technology to deliver information management solutions to leading companies around the globe. The core components of the CDYNE Web Service Data Suite (WDS) solution are data delivery services, Client Data Integration (CDI) technology and Web Service implementation consulting. These solutions enable businesses to ensure the integrity and usefulness of in-house application data, customer and prospect data through parsing, standardization, validation, matching, consolidation and enrichment.

Web Services are self-contained applications or APIs that operate over the Internet using XML over HTTP. They allow businesses to integrate their internal computer systems and applications, leverage legacy technology systems, and automate communication with business partners, suppliers and vendors as they have been unable to do in the past using disparate systems or applications.

CDYNE's Web Service applications are independent on hardware or software operating platforms. Our Web Services are designed and optimized for high performance, reliability and availability for many uses. That will allow for implementation across multiple independent platforms and software development environments. CDYNE Web Services are written to industry standard XML specifications to ensure that they can work with nearly any combination of hardware, software or operating system.

Service Level Agreement:

Our Service Level Agreement (SLA) has been designed to ensure the highest quality service. The key aspects of the CDYNE Service Level Agreement are:

Web Services/Server Availability Guarantee

Should specified metrics fail to be achieved, CDYNE will credit the customer's account in accordance with the terms and conditions of this SLA Program.

Web Services Availability Guarantee -

Our goal is to make the CDYNE Web Services available to the Customer free of network outages 100% of the time. For purposes of this SLA, a "Network Outage" is an instance in which no traffic can pass in or out of the CDYNE Web Services for more than 15 consecutive minutes.

CDYNE Server Availability Guarantee -

CDYNE strives to ensure that each server and related equipment is operational and available for service. Our goal is to make the CDYNE-managed servers available to the customer free of server outages at all times. For purposes of this SLA, a "Server Outage" is defined as an instance in which no traffic can pass in or out of the CDYNE-managed server for more than 15 consecutive minutes.

Calculation of Credit

Web Service Availability Credit -

If CDYNE fails to meet the Web Services Availability guarantee in any calendar month, the Customer shall qualify for one day of credit for that month for each hour, or partial hour, of network outage time incurred. One day of credit is equal to 1/30th of customers' monthly recurring charge for the specific service element(s) impacted (usage based charges are excluded). Credits will be applied to any confirmed network outage greater than one hour. Credits will not be applied for any network outage less than one hour. Network Outage is measured from the time the network outage begins until the time the problem is repaired. There is a maximum of five days of Web Services Availability credit for each calendar month.

Events Beyond Control of CDYNE Corporation

All Performance Standards do not include periods of service outage's resulting in whole or in part from one or more the following causes:

- Any act or omission on the part of the Customer, any third party contractor or vendor, or any other entity over which the Customer exercises control or has the right to exercise control.
- The Customer's applications, equipment, or facilities.
- CDYNE's or the Customer's scheduled maintenance.
- Any event or occurrence that results in "No Trouble Found" resolution to Trouble Tickets.
- Force Majeure event beyond the reasonable control of CDYNE including, but not limited to, acts of God, natural disasters, cable cuts, government acts and regulation, and national emergency.
- Interruptions associated with any act or omission on the part of the Customer or a third party, including, but not limited to, any local access provider, or an interruption where the Customer elects not to release the service for testing and repair and continues to use it on an impaired basis.

Technical Support Contact:

Technical Support can be contacted in the event of a service issue at 800-984-3710. Business hours are from 9am to 6pm, Mon-Fri EST. Please reserve calls outside of business hours for emergencies

Questions:

If you have questions regarding this SLA, please visit our website at www.cdyne.com or contact Ray Miller. Customer Support, at 800-984-3710.