



The Services shall be available at least 99.9% of the time, measured monthly in good faith in an accurate manner by Service Provider, excluding scheduled maintenance of which Service Provider provides notice to Customer in accordance with Section 9 of Exhibit B. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance; *provided* that Service Provider undertakes to complete such maintenance as soon as reasonably practicable. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Service Provider's reasonable control will also be excluded from any such calculation. For each period of downtime lasting longer than one hour, Service Provider will credit Customer 5% of the equivalent monthly Fees for each period of 60 or more consecutive minutes of downtime. Downtime shall begin to accrue as soon as Customer (with notice to Service Provider) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Service Provider in writing within 24 hours from the time of that Customer becomes aware of such downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash. Service Provider will only apply a credit to the month in which the incident occurred.



1. GENERAL

Scope. In connection with the Services, Service Provider will provide to Customer support consisting of: (i) reasonable telephone support; (ii) correction of errors to keep the Services in conformance with the applicable user documentation; (iii) any enhancements provided by Service Provider to its general customer base using its Services; and (iv) any maintenance and remediation provided pursuant to Exhibit A and this Exhibit B (collectively, "Support Services"). [Support Services will not include: (i) deployment services; (ii) consultation, error correction, or research with respect to Customer-created information; or (iii) any other separately priced services Service Provider does not generally provide to its general customer base as part of its Support Services.]

2. CUSTOMER SUPPORT

Customer will have access to Service Provider's technical support personnel ("Technical Support") during normal business hours. Public holidays are considered to be non-business days. Public holidays and normal business hours are defined below. Communications with Technical Support may be via telephone or e-mail. Service Provider will provide a single point of contact that routes requests/problems to the appropriate Technical Support.

In addition to the support obligations listed above, Service Provider shall provide telephone support twenty four (24) hours a day, seven (7) days a week for Severity 1 level issues as defined in Section 4 below.

Service Provider Support Center

Location: Chicago, Illinois USA

Hours of operation: M-F 7:00AM-5:00PM CST

Phone: (773) 680-4808

Email: support@thirdpartytrust.com

Public Holidays Recognized: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

3. SEVERITY LEVELS.

Technical Support shall prioritize problems/requests according to the severity levels set forth below. Service Provider will respond according to the Response Specifications set forth in Section 5 below with respect to the severity level assigned to the problem:

Severity 1: Critical

The Service is not working at all, a significant function of the Services is not properly working, or a significant number of users are unable to access or use business critical functionality and a work-around is not available. There is or, if the problem is not promptly remedied, is likely to be a significant impact to the core business.

Severity 2: Serious

Functionality of the Service is impaired or some users are unable to access or use business critical functionality however a work-around is available. There is some impact to the core business.

Severity 3: Minor

The Services do not incur an error and allow Customer to function normal business operations; however, Customer inquiries about existing documentation, training, or standard use of the

Services.

4. RESPONSE TIMES.*

Severity 1: Critical

Service Provider will respond to and will commence efforts to fix problems immediately. Service Provider will commit resources and use its best efforts to provide an acceptable work-around within forty-eight (48) hours, and will use its best effort to provide a permanent fix for the problem no later than five (5) business days after the report of such problem.

Severity 2: Serious

Service Provider will respond to and will commence efforts to fix problems no later than four (4) business hours after the report of such problem. Service Provider will use reasonable efforts to fix problems and provide an acceptable work-around within five (5) business days. Service Provider will use its best effort to provide a permanent fix of the problem no later than thirty (30) days after the report of such problem.

Severity 3: Minor

Service Provider will acknowledge any such inquiry within eight (8) business hours and will work within normal business hours to address and resolve Customer's inquiry within ninety (90) days.

* Response times are calculated once a problem has been reported to Service Provider Technical Support by the Customer.

5. RESPONSE SPECIFICATIONS.

The severity level of the problems reported by Customer shall be determined by Service Provider, in its reasonable discretion. Service Provider will resolve each reported error or issue with the Services by providing: (i) an object code patch to the Services or other permanent fix as necessary; or (ii) a mutually acceptable reasonable workaround for the error or issue; or, if either (i) or (ii) are not reasonably practicable, (iii) a specific action plan regarding how Service Provider intends to address the reported error or issue and an estimate on how long it may take to correct or workaround the error or issue. Customer agrees to use commercially reasonable efforts to assist and provide information to Service Provider as required to resolve errors or issues with the Services reported by Customer. In the event Service Provider fails to meet its obligations under this Section, Service Provider will provide a root cause analysis including definition, corrections and process improvement plan. If a permanent repair cannot be made, a temporary resolution (bypass and recovery) will be implemented to the extent reasonably possible.

6. SERVICE PROVIDER ISSUES.

Support Services covers any issue or problem that is the result of a verifiable, replicable error (and Service Provider will use all reasonable means to verify and replicate) in the Services ("Verifiable Service Provider Issue"). An error will be a Verifiable Service Provider Issue only if it constitutes a material failure by the Services to function in accordance with the applicable documentation or specifications. If Technical Support reasonably determines that Customer's problem is not caused by Service Provider or its systems, equipment, or software, or is otherwise outside Service Provider's reasonable control, Service Provider is not obligated to provide support under this Agreement. Nevertheless, Service Provider will, if possible, offer suggestions as to how Customer can remedy the problem.

7. ADDITIONAL SUPPORT.



Technical Support may also determine that Customer's request is a request for additional support ("Additional Support"). Additional Support is any assistance not covered above. Examples of Additional Support include substantive questions regarding data or results, requests for customization, specialized training regarding use of the Services, custom documentation, and deployment. If Service Provider believes that it can appropriately and effectively provide the requested Additional Support, if requested by Customer, Service Provider will do so at its then-current rates upon its standard terms for such services, and pursuant to such terms as the Parties shall mutually agree in writing.

8. CUSTOMER'S RESPONSIBILITIES.

Customer shall be responsible for handling all cases related to supporting the Customer's own User's understanding of the application functionality and information accessed through Service Provider Services.

Customer shall be responsible for maintaining Customer's information in the Service Provider Service.

Support provided pursuant to this Support Agreement does not cover compatibility problems between the Services and any other application software not maintained or supported by Service Provider.

9. SERVICE PROVIDER MAINTENANCE AND OUTAGE NOTIFICATION.

Service Provider typically schedules outages during non-business hours on Friday evenings and weekends. Service Provider will notify Customers of any planned outages at least twenty-four (24) hours before any scheduled downtime. Service Provider will notify Customer of any emergency outages as soon as information about such unplanned event becomes available. Finally, Service Provider will notify Customers about major application upgrades and provide a list of applicable changes at least ten (10) days prior to installing any such upgrade or change.

10. SUBMITTING A REQUEST/GETTING AN ANSWER.

At the time of Customers initial call or e-mail, please be prepared to provide to Service Provider:

- Customer name, company name and Services Customer is using
- Telephone number and alternate method of contact (i.e. a pager number or email address)
- A concise description of Customer problem or question
- The circumstances under which the problem does or does not occur
- Specific error messages, error numbers and program numbers

For new cases a Service Provider Technical Support specialist will use this process to assist Customer with a new case (problem):

1. Document the supplied information
2. Document Customer questions or issues (symptom and function in which it occurs) and provide Customer with a case number to track resolution
3. Answer Customer questions or have Customer run tests to further identify and isolate the problem
4. Research the problem and provide resolution within the response times set forth above in Section 4

