Managed Services

11/2014



DEFINITIONS

("Hosting Services") Integration Hosting Services to maintain and support customer enterprise Integrations.

("Hosted Solution") Customer enterprise integration solutions.

("Infrastructure") TBoxCloud hardware and software platform used to provide Hosting Services and Hosted Solutions.

SERVICE AVAILABILITY

1. Service Availability

TBoxCloud will provide the Service at an expected 99.5% uptime, outside of Infrastructure maintenance or emergencies.

If a lower uptime is experienced by a Customer, TBoxCloud shall issue a Credit to the Customer upon request based on the following: 10% Credit from the Hosted Services Fees for every 1% decrease in uptime per month. Total Credit cannot exceed 100% of Hosted Services Fees.

2. Exceptions

Credits will not be issued for any reasons outside of TBoxCloud's control, including:

- a. Acts of God, fire, flood, natural events, interruption of third-party services, and the like.
- b. Infrastructure and emergency maintenance.
- c. Customer misuse or system updates or customizations that would affect the running or stability of the Hosted Solution.
- d. Customer breach of TBoxCloud's Master Subscription Agreement.
- e. Any other reasons not stated under this SLA.

3. Credit Requests

To be eligible for a Credit, Customer must submit a "Credit Request" to support@tboxcloud.com within 10 business days from the date Customer experienced the lower downtime. The Credit Request must include the date, time, and systems affected by the lower downtime. TBoxCloud will issue the appropriate credit within 30 days upon confirmation of the lower downtime.

DISCLAIMER

In case of failure to provide services to Customer, TBoxCloud's only obligations is to issue a credit on Hosted Services Fees for that particular month or at TBoxCloud's discretion to provide the expected service.

TBoxCloud, Inc. - Confidential Page 1 of 4

Managed Services

11/2014



HOSTING SERVICES & SOLUTIONS

In addition to Professional Services, TBoxCloud provides its customers Managed Services, also referred to as "Hosted Services", for its "Hosted Solutions" including Enterprise Integrations, customer applications (SaaS), Data Storage, and Backup/Recovery offerings. Both the Hosting Services and Hosted Solutions are available on a Subscription basis, payable monthly or annually.

Hosting Services & Solutions are fully managed by TBoxCloud authorized personnel, and provisioned on World-class secured and compliant AWS infrastructure. (http://tboxcloud.com/security-compliance).

BUSINESS & TECHNOLOGY CONSULTING SERVICES "Professional Services"

Customers have the option to hire the expertise of TBoxCloud's Professional Services for the development and implementation of its solutions, thereby eliminating the need to deal with additional vendors.

CUSTOMER SUPPORT

Standard Support Hours M-F, 8:00am - 5:00pm PT.

Submitting a Support Request (Ticket):

Option 1: From the Customer Support Request site

Tickets can be submitted 24x7 from our <u>Customer Support Request</u> page.

Response time and case processing for Tickets submitted from the site reflect standard Tickets submission process.

Option 2: By Email

Tickets can be submitted 24x7 via email at support@tboxcloud.com

Response time and case processing for Tickets submitted by email reflect standard Tickets submission process.

After-Hours Emergencies

Emergencies are defined as situations with broad impact, such as security problems.

Contact Helpdesk using one of the following options:

• From the Customer Support Request (http://public.tboxcloud.com/page/support) page.

TBoxCloud, Inc. - Confidential Page 2 of 4

Managed Services

11/2014



- By Email: support@tboxcloud.com.
- **By Phone** (For registered Premier Support customers only): 1-866-522-1107 (Select the Support option and leave a message with your contact and request details).

Escalation to Level 2 Support, which is handled by our Professional Services group, is available M-F during business hours within customer time zone. Level 2 Support can handle Support Requests remotely or onsite.

SUPPORT SERVICES

Support Requests are handled based on the Nature and Importance of the Support Request ("Case").

SUPPORT LEVELS

- **Level 1 Support**: Level 1 Support Specialists handle basic issues or questions. Escalation to Level 2 Support will occur for any Cases that cannot be resolved by Level 1 Support Specialists.
- Level 2 Support: Level 2 Support Specialist are individuals from our Professional Services group. They are skilled in systems integration and can resolve issues remotely or onsite.

Each Case will be limited to the handling of a single, specific matter. TBoxCloud reserves the right to request Customer to submit additional Support Requests to address each specific matter.

STANDARD SUPPORT

Severity 1 - HIGH Priority

Level 1 Support will commence work on resolving the Case. If the Case cannot be resolved by Level 1 Support, the Case will be escalated to Level 2 Support. High Priority Cases are handled within **8** hours of notification (excluding non-business hours).

Severity 2 - MEDIUM Priority

Level 1 Support will commence work on resolving the Case. If the Case cannot be resolved by Level 1 Support, the Case will be escalated to Level 2 Support. Medium Priority Cases are handled within **24**hours of notification (excluding non-business hours).

Severity 3 - LOW Priority

Level 1 Support will commence work on resolving the Case. If the Case cannot be resolved by Level 1 Support, the Case will be escalated to Level 2 Support. Low Priority Cases are handled within **48** hours of notification (excluding non-business hours).

TBoxCloud, Inc. - Confidential Page 3 of 4

Managed Services

11/2014



Number of Cases: 10 per year.

Top Priority Cases (within 1 hour) can also be handled. Those Cases are handled by our Level 1 and Level 2 Support Specialists on a Time & Material basis. Hourly rates reflect standard current Services Fees. Level 2 Support can handle Support Requests remotely or onsite.

PREMIER SUPPORT

Severity 1 - TOP Priority

Level 1 Support will commence work on resolving the Case. If the Case cannot be resolved by Level 1 Support, the Case will be escalated to Level 2 Support. High Priority Cases are handled within **2** hours of notification (excluding non-business hours).

Severity 2 - HIGH Priority

Level 1 Support will commence work on resolving the Case. If the Case cannot be resolved by Level 1 Support, the Case will be escalated to Level 2 Support. High Priority Cases are handled within **4** hours of notification (excluding non-business hours).

Severity 3 - MEDIUM Priority

Level 1 Support will commence work on resolving the Case. If the Case cannot be resolved by Level 1 Support, the Case will be escalated to Level 2 Support. Medium Priority Cases are handled within **12**hours of notification (excluding non-business hours).

Severity 4 - LOW Priority

Level 1 Support will commence work on resolving the Case. If the Case cannot be resolved by Level 1 Support, the Case will be escalated to Level 2 Support. Low Priority Cases are handled within **24** hours of notification (excluding non-business hours).

Phone Support: Available for Premier Support customers.

Number of Cases: Unlimited.

TFRMS & SFRVICES

TBoxCloud Services are available pursuant to TBoxCloud's Service Level Agreement, TBoxCloud's Services Description, and TBoxCloud's Subscription Agreement. At its discretion, TBoxCloud may perform amendments to its SLA and Services Description, which terms will be considered accepted by Customer unless Customer provides a written refusal of the amendments within 30 days of the amendments.

TBoxCloud, Inc. - Confidential Page 4 of 4