convergint

Minimum Service Level Agreements for Vendors

Performance SLA

For purposes of this Exhibit, "Available" or "Availability" means the ability of a Convergint or its customers to access and use the Products or Services in a manner that comports with the Documentation and without defect or error. "Excused Downtime" means where the Products are not Available due to scheduled maintenance about which the End User had at least four (4) weeks' advanced notice.

The Products shall be Available for each End User more than 99.9% of the time during each month, except that Excused Downtime shall not count against Availability ("**Performance SLA**"). Failure to meet the Performance SLA in a given month shall result in a credit of the fees for use of the Products or Services for that month as follows (in the case of annual billing, fees for the month shall be determined on a 1/12 pro-rata basis).

Availability	Service Credit
>99.9%	0% of monthly fee
Greater than 99% and up to 99.9% (inclusive)	30% of monthly fee
Greater than 98% and up to 99% (inclusive)	50% of monthly fee
98% or below	75% of monthly fee

If the Products fail to meet the Performance SLA for any three (3) months in any twelve month rolling period for any End User, Convergint may immediately terminate its order for Products or Services for such End Users with no further penalties, fees, or costs, and with a pro-rata Refund of fees for the period of time for which the Products or Services will not be furnished.

Support SLA

Vendor will use the following timeframes as targets for resolution of technical or support issues related to Products or Services.

Incident Priority	Incident Priority Definition	Target times
S1 Blocking	Severity: Core business functionality is broken Workaround: None. Examples: • Issues which prevent use of core business workflows - e.g. login, transactions, groups of reports or lists, account provisioning • Incorrect data on key reports. • Issues which cause data loss or data corruption or security breaches	Issue acknowledgement: 2 hours Fix: 24 to 48 hours
S2 Urgent, No Workaround	Severity: Seriously impairs business processes, but is not of S1 severity Workaround: None or very inconvenient. Examples: • Issues which break basic feature functionality but do not block users from performing core business functions. • Incorrect data on reports • User visible issues which affect functionality • Unreasonably slow performance	Issue acknowledgement: 6 hours Fix: 60 days
S3 Important, Workaround Available	Severity: Causes moderate disruption to business processes, but is not S1 or S2 Workaround: One of more convenient workarounds. Examples: • Issues which moderately affect feature functionality • Moderate localized or environment-specific performance degradation or issues • Glaring formatting or typographical errors. • Incorrect Documentation	Issue acknowledgement: 2 business days Fix: 90 days
S4 Nuisance	Severity: Causes minor disruption to business processes, but is not of higher priority Workaround: Multiple good workarounds or not needed. Examples: • Issues which have a minor affect on feature functionality • Isolated performance issues which do not affect workflow. • Ambiguous documentation. • Poorly structured or worded user interfaces.	Issue acknowledgement: 5 business days Fix: Determined from End User input; most likely > 90 days
S5 Minor	Severity: Does not affect any functionality Workaround: Not needed. Examples: • Incorrectly formatted data. • Visual inconsistencies. • Typographical errors in documentation or isolated interfaces.	Issue acknowledgement: 10 business days Fix: Determined from End User input; most likely > 90 days

Vendor shall issue a refund of 50% (for S1 and S2) or 10% (for S3, S4, and S5) of the monthly fee for each instance in which Vendor does not meet the Support SLA in a given month, up to a maximum of 100% of the monthly fee. In the case of pre-paid annual billing, monthly fees shall be determined on a 1/12 pro-rata basis and shall be refunded the following month using the same payment method utilized for initial payment.