



Service Level Agreement

As of January 1, 2020

Data Research Group Corp

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Overview

The following Service Level Agreement (SLA) outlines the list of services given in provision to the client. This Service Level Agreement includes data that shall not be disclosed outside of the client and its affiliates within its respective industry and organizational relationships. This information shall not be duplicated, used, or disclosed in whole or in part for any purpose without the consent of key management personnel at Data Research Group Corp.

The agreement contains the following sections for review:

- 1. SLA Provisions, Terms, and Conditions**
- 2. Payment Terms / Custom Request Work**

Provisions, Terms, and Conditions

This service level agreement (SLA) describes the levels of service that the Client will receive from Data Research Group Corp (hereafter the 'Supplier' or 'DRG') in connection with the current Enterprise Solution, FlashPoint, that is in active use by the Client and currently hosted in space managed by Amazon Web Services (AWS). This SLA provides clarity to the provisions, terms and conditions provided by DRG in connection with FlashPoint and its related modules. This includes but is not limited to: Membership, Education, Events, Out-of-Work List, and Benefits Management.

Purpose

The Client depends on FlashPoint, maintained by DRG in their current hosting space for critical business processes occurring each day. This SLA sets clearly defined levels of availability and support under its agreement with the Client.

Services/Items Supported under this SLA

- Source Code branch and merge management. Ensure that all source branches are managed in accordance with current development iterations and hotfix priority as determined by DRG lead personnel.
- DRG will address all instance loads to ensure they are properly loading and rendering to their respective URL.
- Ensure that FlashPoint has any reported bugs or system logic errors corrected in a timely manner. These refer specifically to logic errors identified and associated within source code instance of the system. These do not refer to workflow or process changes that have been altered in request by the Client (new requirements).
- Environment management as it relates to Internet Information Server (IIS), source loads, and equipment inside AWS will remain the responsibility of DRG. All local hardware and Windows (or OS) related issues remain the responsibility of the Client.
- FlashPoint application or database specific problems causing locking with routine or regular operations.

- Requested source loads to new servers or new locations for support and review purposes. Answering or addressing routine operations issues/questions by the Client's staff.
- Providing query support for new requests that come up based on operational activities. These requests must be related to operational activities and are limited to 15 minutes per request. Specific items requested in excess of this amount of time should be addressed through a formal change request with definition, requirements and a related estimate. For additional information regarding our estimating process for additional work, see details listed under content area labeled: Custom Requests. DRG will work with the Client to define the requirements under a firm fixed price request. An accepted estimate will be paid for as a distinct and unique service apart from the hosting agreement with the Client.

Terms/Conditions

This SLA does not apply in circumstances that could be reasonably said to be beyond the Supplier's control. For instance: floods, war, acts of God and so on.

This SLA also does not apply if the client is in breach of its contracts with the Supplier for any reason (e.g. late payment/fees).

The Supplier aims to be helpful, professional and accommodating at all times, and will do its absolute best to assist the Client wherever.

Uptime Levels & Response

In order to enable the client to accomplish its mission and purposes, DRG will ensure that the uptime of the production instance is maintained at 99.9+%. This responsibility only extends to the software load and hosting environment. It does not extend to the integrity of the computer hardware or network within the Client's organization.

Uptime is measured to the nearest minute, based on the number of minutes in a given month (44,640 min in a 31-day month).

DRG will respond to production instance problems with services or site rendering within a 2-hour response time from the point of Client notification between normal business hours (9:00am – 5:00pm), Monday through Friday, excluding holidays. The response time on weekends and holidays will occur inside of 12 hours from the point of client notification.

The Supplier is deemed to have responded when it has replied to the Client's initial request in writing confirming the issue. This may be in the form of an email or telephone call, to acknowledge DRG's additional investigation, provide a solution, or request further information. Guaranteed response times only apply to reported items through our support forums in ZenDesk support or a direct call to our support team.

Resolution Times

The Supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the client's IT systems are key to its business and that any downtime can cost money.

The Supplier is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously.

In all cases, the Supplier will make its best efforts to resolve problems as quickly as possible. It will also provide periodic progress reports through scheduled status meetings to update the client.

Right of Termination

DRG values the business of its clientele and believes that our product is better than all other competitors in the same market space. As such, DRG extends a simple month to month hosting contract to our customers. If you would like to separate from our platform, simply inform us in writing with 30 days advanced notice. Clients who have undergone the conversion process on the basis of a defined conversion date that is mutually agreed upon, will owe DRG for conversion costs.

Presumed Consent

By continuing quarterly payments as expressed herein, the Client agrees to continue to engage Data Research Group Corp as the selected vendor for hosting in Flashpoint AMS. The Client gives consent to the recurring hosting costs, ECS costs, and the custom request charges outlined by the SLA herein as an accurate cost structure for billing against the continued hosting in our SaaS (Software as a Service) environment.

Payment Terms & Custom Requests

Payment Terms

DRG extends to its Flashpoint customers the opportunity to pay off conversion costs across an entire year to accommodate our customers and their budgets. Monthly hosting costs are billed quarterly in advance of each quarter. All invoices sent have a net payable of 15 days.

Recurring Hosting (SLA-Related) Payments

In exchange for the services listed in this Service Level Agreement for the dates specified, the Client agrees to pay the agreed upon hosting fees in the related estimate.

Enhanced Communication Service Payments

DRG's integrated enhanced communication service is an optional service. If Client opts to enroll, the Client agrees to pay quarterly based on the following levels \$3/member and/or contractor/year rounded up to the nearest 100.

Custom Request Charges

DRG makes every effort to support our clients under the definitions and guidelines provided under this SLA. Dependent upon the request being made by the Client, it may become necessary to generate an estimate for the appropriate level of effort (LOE) under request. Custom request charges become necessary when the size of the task exceeds the boundaries of general support as expressed by the SLA herein.

DRG will make every effort to accurately assess the requested task for our clients. All tasks will be billed based on a given firm fixed price estimate using the general guidelines of the hourly rates below. The following data constitute our hourly rates effective as of January 1, 2020.

Project Manager / Business Analyst	\$165.00
Senior Developer	\$145.00
Training Specialist	\$135.00
Mid Developer	\$100.00
Junior Developer	\$85.00
Documentation Specialist	\$75.00
Help Desk Specialist	\$70.00