

## **AMT, Inc. Service Contract Managed Hosting**

Provider hosts, maintains, operates, develops, supports and services access control applications. Client has requested that the Provider provide its services as specified in this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions

- (a) Server(s). "Server(s)" shall mean any and all hardware, software, computers, services, firewalls, load balancers, backup solutions, switches, routers, bandwidth, monitoring solutions and any other service, device or items and all related services listed in Schedule A. Server(s) shall also include any additional services requested by Client during the term of this Agreement.
- (b) Application(s). "Application(s)" and "Hosted Application(s)" shall mean the hosted access control application and related applications provided by Servers managed by Provider.
- (c) Provider's Technology. "Provider's Technology" shall mean any and all software, hardware, operating systems and related proprietary or third-party software, IP addresses, trademarks, copyrights and other intellectual property, trade secrets, work product, and network infrastructure owned, leased, licensed, created, acquired or otherwise provided by Provider and utilized in connection with the Servers or other services provided hereunder.

2. Hosted Application(s). Provider shall provide hosted access control applications on Internet server(s) or site(s) on the World Wide Web or the Internet described on "Schedule A" attached hereto for Client, upon and subject to the terms and conditions set forth herein.

- 3. Payment. Client shall pay for the twelve (12) months services beginning with the date for which service is initially activated.
- 4. Term. The term of this Agreement shall be for the time period referenced in "Schedule A" and any subsequent addendums that add Server(s) under this Agreement. The provisions of this Agreement will remain in full force and effect as long as any Servers are provided under this Agreement or any Addendums or Attachments and until all amounts due Provider have been paid in full.
- 5. Termination. Access LaunchPad requires an annual subscription fee that is not refundable by early termination.
- 6. System Expansion. Should a client/customer wish to expand the capacity of their service, a new 1 year agreement will be drafted and a credit for the unused portion of the current subscription fee will be applied. Credits will be calculated as annual fee paid, divided by 12 and then multiplied by the number of complete unused months. Partial months will not apply to system expansion credits.
- 7. Content. Client shall be solely responsible for the provision of all configuration information, text, graphics, audio, video, card formats, and data required by Client or by Provider to enable the provision of the Hosted Application and related services hereunder ("Client Content"). Client shall not include in the Client Content any text, graphics, audio-visual material, or other matter which is considered obscene under any federal, state, or local law, or which is defamatory, or which invades the privacy of any person, or which constitutes an infringement of any copyright, trademark, trade secret or other intellectual property, whether or not they are protected under any federal, state or local law, statute, rule, or regulation.

8. Ownership and Software License. This Agreement does not transfer from Provider to Client any of Provider's Technology, and all right, title and interest in and to Provider's Technology will remain solely with Provider. This Agreement does not transfer from Client to Provider any of the Client Content, and all right, title and interest in and to Client Content will remain solely with Client. Client agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from Provider, its third party vendors or the Servers (including any software or hardware included therein). Provider shall retain full ownership and rights in the Provider's Technology.

9. **LIMITATION ON LIABILITY; LIMITED WARRANTY. PROVIDER WILL USE COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT THE APPLICATION(S) WILL BE AVAILABLE ON A CONTINUAL BASIS, OTHER THAN DOWN TIME PERMITTED HEREUNDER DUE TO SYSTEM MAINTENANCE, BACKUP, RECOVERY AND EVENTS REASONABLY BEYOND PROVIDER'S CONTROL OR EVENTS CONSTITUTING FORCE MAJEURE. NOT WITHSTANDING ANYTHING HEREIN TO THE CONTRARY PROVIDER DOES NOT WARRANT OR GUARANTEE THE AVAILABILITY OF THE APPLICATION(S) AND PROVIDER SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES (INCLUDING, WITHOUT LIMITATION, OR ANY OTHER PECUNIARY LOSS) OF CLIENT OR CLIENT'S CUSTOMERS OR SUPPLIERS THAT RESULT FROM THE USE OR INABILITY TO ACCESS THE APPLICATION(S) OR FROM THE SERVICES PROVIDED BY PROVIDER, OR AS A RESULT OF ANY ERRORS, OMISSIONS, INTERRUPTIONS, POWER FAILURES, COMPUTER VIRUSES, DATA DAMAGE, DELETION OF FILES, DEFECTS, DELAYS IN OPERATION, DELAYS OR FAILURES OF TRANSMISSION, OR ANY OTHER FAILURE OF PERFORMANCE, WHETHER OR NOT ANY OF SUCH EVENTS CONSTITUTE FORCE MAJEURE OR EVENTS REASONABLY BEYOND PROVIDER'S CONTROL, OR DUE TO THEFT, DESTRUCTION OR OTHER EVENTS INTERRUPTING, CANCELING OR ADVERSELY AFFECTING THE APPLICATION(S) OR THE SERVICES PROVIDED BY PROVIDER HEREUNDER, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AS A RESULT OF INTERRUPTION OF SERVICE OR THE OTHER EVENTS DESCRIBED HEREIN. PROVIDER FURTHER MAKES NO WARRANTY AS TO THE SECURITY OF THE INFORMATION PROVIDED BY CLIENT AND MANAGED BY THE APPLICATION. IN ANY EVENT CLIENT'S RECOVERY FOR ANY AND ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE DOLLAR AMOUNT PAID BY CLIENT FOR THE QUARTERLY SERVICE PERIOD DURING WHICH THE CLAIM AROSE. PROVIDER DISCLAIMS ANY AND ALL OTHER LIABILITY, WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE APPLICATION(S) AND SERVICES PROVIDED BY PROVIDER HEREUNDER.**

**THE LIMITED WARRANTIES PROVIDED IN SCHEDULE "C" ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO CLIENT UNDER THE AGREEMENT AND SCHEDULE "C". PROVIDER DISCLAIMS ANY AND ALL OTHER LIABILITY, WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE APPLICATION(S) AND SERVICES PROVIDED BY PROVIDER HEREUNDER.**

10. Indemnification. Client shall defend, indemnify and hold Provider harmless of and from any and all demands, liabilities, losses, costs, penalties, fines, statutory damages, punitive damages, special or consequential damages, claims and other damages, including reasonable attorneys fees incurred by Provider, its agents, its customers, employees, officers, directors employees (together, "Losses"), that arise from or are attributable to (a) any breach by Client of its duties, covenants, obligations

and agreements hereunder, or (b) any service provided or performed or agreed to be performed or provided, or any product sold, by Client, its agents, employees or assigns, via the Application(s) or otherwise; (c) arising out of any injury to personal property caused by any product sold or otherwise distributed by Client or other parties in connection with the Application(s) or Provider's services provided hereunder; or (d) any Client Content or other material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party or constituting patent, copyright, trademark or other intellectual property infringement.

11. Miscellaneous.

- (a) Indulgences and Waivers. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.
- (b) Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received on the date when delivered (personally, by courier service such as Federal Express, or by other messenger), or when deposited in the United States mail, certified mail, postage prepaid, return receipt requested, addressed as set forth above. Any party may alter the address to which communications or copies are to be sent by giving Notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.
- (c) Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
- (d) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts, hereof, individually or taken together, shall bear the signatures of all the parties reflected hereon as the signatories. This Agreement and any addendum hereto may be executed by the exchange of signed copies via facsimile transmission.
- (e) Provisions Separable. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- (f) Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by all parties hereto, or as otherwise authorized hereunder.
- (g) Governing Law. The Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without reference to its conflicts of law. Provider and Client specifically agree that, due to the uncertainty as to the geographic location of the provision of

Internet and World Wide Web services, it is fair and reasonable to agree, and it is a material part of this Agreement upon which Provider is relying in determining to enter into this Agreement with Client, that the sole and exclusive venue and jurisdiction for any suits, legal proceedings, or other disputes concerning this Agreement shall be in Minnesota Courts.

- (h) Service Level Agreement. The attached "Schedule C" contains Provider's Service Level Agreement ("SLA") and is hereby incorporated by reference. In the event of any inconsistency between the SLA and this Agreement, the provisions of this Agreement shall be deemed controlling.
- (i) Terms Of Service. The attached "Schedule B" contains Provider's Terms of Service ("TOS") and Acceptable Use Policies ("AUP") and is hereby incorporated by reference. In addition to constituting a breach of this Agreement, Client understands and agrees that any breach of TOS or AUP will render Client liable for any fees or other charges imposed under "Schedule B".
- (j) Taxes. Client shall be responsible for paying all taxes of any nature except for taxes on Provider's income, irrespective of which party may be responsible for reporting or collecting such taxes.
- (k) Cure Period. In the event Client defaults or breaches in any of its obligations, covenants, the TOS, the AUP, or its duties hereunder, which default or breach does not involve a failure to pay fees or other charges as and when due, Provider, at Provider's sole discretion, shall afford Client a five (5) day cure period in which to correct the violation. Such cure period will begin on the date of notice to Client of the default or breach.

## "Schedule B"

Provider may modify this document from time to time as needed by publishing it online and will send written notice of such changes to Client. The most up to date version of this will be hyperlinked at the bottom of Provider's homepage located on the World Wide Web at <http://www.amt-us.com>. Provider shall be the final and sole judge of whether abuse or violations to the Terms Of Service and Acceptable Use Policy have occurred.

1. **USE OF SERVICE.** This agreement is for the exclusive use of the Client and does not extend to any other person or entity. Under no circumstance will Provider give support or service to anyone other than Client's employees and agents. Client is solely responsible for support for Client's customers unless otherwise specified in a support agreement with AMT.
2. **RESTRICTIVE USE.** The Client may only use Provider's Server(s) and Application(s) for lawful purposes and as authorized hereunder. In the event that at any given time, Provider believes that the service is being used by the Client in contravention with any of the terms and provisions contained in this agreement, Provider has the right to immediately discontinue such service to Client without any liability whatsoever. The following are restrictive uses and shall be cause for the immediate termination of web services and this Agreement without notice and without refund to the Client.
  - a. **ACCESS TO SERVER(S).** Client may not remove or impede Provider's access to Server(s). Provider shall have the right to regain root or administrative access by any means necessary without liability for the consequences of regaining access should Client remove such access.
  - b. **RESPONSIBLE USAGE.** The Client takes responsibility for their actions on Provider's network, and any systems accessed through said network. If the Client, or any user thereof is found to have exercised irresponsible behavior, whether intentional or unintentional, endangering Provider's network or another network's systems, company or individual, Provider may suspend Client's access at any time, without prior notice.
  - c. **MASS ELECTRONIC MAIL (SPAM).** This section outlines Provider's policy on unsolicited mass e-mail and newsgroup postings, commonly known as, and referred to herein as "SPAM". For the purpose of this document, "unsolicited e-mail" shall be defined as: any electronic mail sent to a given list of address(es) for which the owner(s) have not given express permission for the Client's use in mass communication. Provider network's resources may not be used by Client to e-mail or mass e-mail any user(s), or groups of users who have not indicated an express willingness to receive said mailings. SPAM may not be used as a means of promotion for Web sites, products or services hosted on Provider's network regardless of whether or not SPAM is sent through Provider's network. Any violation of this policy may result in termination of this Agreement and service disconnection without prior notice to Client.
  - d. **PROHIBITED USE OF SERVICE.** Client will not run services or software related to Internet Relay Chat ("IRC"), Peer To Peer File Sharing ("P2P"), or game servers.
  - e. **CENSORSHIP.** Provider has a policy of no-censorship, either from or to our systems, UNLESS, the information transmitted is illegal in nature, or clearly used to commit fraudulent activity. Additionally, the Provider's network may not be used to host or access adult-oriented websites or materials, including those depicting pornographic, lewd or lascivious matter, erotica, or acts of a sexual nature. At the sole discretion of Provider, any violation of the above will result in immediate service disconnection and termination of this Agreement without notice or liability for actual, compensatory or consequential damages to Client. At Provider's sole discretion,

Provider may add filters to deny certain malicious traffic to ensure overall network reliability or security.

- f. SECURITY. Provider actively and automatically monitors all of its systems for attempts at breaching its security, or attempts to access systems or resources that are not available for Clients to use or access. Any attempt to access or modify unauthorized computer systems information or to interfere with normal system operations (commonly known as "hacking"), whether on the equipment of Provider or of any other computer system or network that is accessed by its Servers, will result in immediate and permanent termination of this Agreement and may lead to other legal proceedings against Client. ANYONE FOUND ATTEMPTING TO GAIN TO OR WHO HAS GAINED UNAUTHORIZED ACCESS TO PROVIDER SERVERS OR EQUIPMENT, PROVIDER'S CUSTOMER EQUIPMENT OR THIRD PARTY EQUIPMENT WILL HAVE THIS AGREEMENT IMMEDIATELY TERMINATED AND THE INCIDENT REPORTED TO THE PHILADELPHIA BUREAU OF THE FBI and respective Attorney General's office. Provider fully cooperates with authorities during any investigation.
3. PRIVACY. While every attempt is made to keep all information passing to and from Provider's systems, and to and from Provider's customers, private, Client must assume that any information that Client transmits or receives may not be private. Provider will fully cooperate with any authority in the investigation of illegal activity and may turn over logs and records upon receipt of proper orders. Client must use reasonable security precautions in connection with your use of Provider's Servers and Applications. This includes any confidential or private data including, but not limited to private information protected by law transmitted to and stored on Provider's network or related Servers. This includes encrypting any data that Client may request Provider to copy to external storage devices including, but not limited to CD, DVD or external storage devices. Client must also cooperate with Provider's reasonable investigation of service outages, security problems, suspected breach of the Agreement, or violations of applicable law. Client is also responsible for keeping information related to authorized contacts, billing information and other account information up to date.
4. PATCHING AND SOFTWARE SUPPORT. Provider will install urgent security patch updates to Server(s) operating system and Applications. Client releases Provider and holds Provider harmless for any damage that resulting from the application of security patches.
5. CLIENT LIABILITY FOR VIOLATION. Provider will charge and Client agrees to pay at a rate of \$250 per hour for all labor, administrative time, or other activity of Provider's employees expended to cure, rectify and otherwise address any problems attributable to Client's intentional conduct in violation hereof, or Client's willful abuses or willful misconduct under Provider's Acceptable Use Policy.
6. TAXES. Customer shall be responsible for paying all taxes of any nature except for taxes on Provider's income, irrespective of which party may be responsible for reporting or collecting such taxes.

# Service Level Agreement (SLA)

## 100% Uptime Guarantee

### "Schedule C"

Version 2.0

Updated: March 20, 2009

AMT takes our responsibilities to our Clients very seriously and is proud to offer one of the most comprehensive Service Level Agreements ("SLA") in the industry. We are committed to providing our clients with the reliable application hosting services, facilities, network and secure infrastructure. Our facilities, processes and policies have undergone thorough and independent audits earning an unqualified SAS70 Type II certification as well as PCI DSS certification. This SLA includes our promises. Should we fail to meet any of these promises, we will issue a service credits outlined below.

#### 1. 100% Network Guarantee

AMT is proud to offer an all Cisco network. These systems have been designed for performance, reliability and security. The network is fully redundant from the distribution level up. We promise the network to be available and performing well 100% of the time, excluding scheduled maintenance, as set out more fully below. The Network Guarantee covers the outbound portion of the application servers to the outbound portion of our edge routers. If we fail to meet these standards, we will issue the following service credits:

##### A. Transit Latency Guarantee

AMT guarantees an average internal Network latency of 25 milliseconds (25 ms) or less. If AMT fails to maintain average transmission latency of less than 25 milliseconds on any given day, AMT will provide a service credit equal to 1 days worth of monthly recurring service fees for the affected service.

##### B. Packet Loss Guarantee

AMT guarantees an average of 1% or less packet-loss for all valid data packets within AMT's Network over any given day. On any day where your packet loss averages over 1%, AMT will provide a service credit equal to 1 days worth of monthly recurring service fees for the affected service.

##### C. Connectivity Guarantee

AMT guarantees outbound Internet connectivity will be available 100% of the time in any given month. For each hour of Internet connection unavailability, AMT will provide a service credit equal to 1 days worth of recurring service fees for the affected service.

#### 2. Hardware Guarantee

AMT's hosting application service utilizes hosting services, infrastructure and hardware components provided by INetU. INetU uses only high quality server hardware and network components from manufacturers such as HP, Dell, Cisco, Intel, Adaptec, Seagate, 3COM and ASUS. INetU maintains an on-site spare components inventory to replace failed hardware and network devices.

INetU guarantees the 100% functioning of all provided hardware components and will replace any failed components at no cost to the Client within 1 hour of INetU's problem determination for all supported hardware platforms. Hardware is defined as processors, RAM, Hard Disks, Power Supplies, Motherboard, Network cards and other related supported hardware under this Agreement. INetU may use substitute components while actual components are cross-shipped to the manufacturer.

This guarantee only applies to INetU standard configurations including INetU built servers, Dell Power edge 2950, Dell R200, Dell R300, Dell R410, Dell R510, Dell R710, Dell MD3000i, HP DL320G5p, HP DL360, HP DL380 servers, CISCO dedicated switches, CISCO ASA firewalls and Cisco CSS and ACE load balancers. This Guarantee will begin upon INetU's problem determination and will not apply if INetU and Client agree to a maintenance window to perform replacement service. Others items will be covered only if expressly stated in the Service Order. INetU can, at extra cost, supply service contracts on other Cisco, DELL and HP custom configurations.

If the failed components are not replaced within 1 hour, AMT will issue a service credit equal to 1 days of recurring service fees for the affected service.

### **3. Domain Name Services Guarantee**

INetU guarantees 100% availability on its central Domain Name Services (DNS). This guarantee does not apply to custom DNS services configured on Client servers or scheduled maintenance on DNS. For each hour of DNS system unavailability, AMT will provide a service credit equal to 1 day of recurring service fees for the affected service.

### **4. Power Availability Guarantee**

INetU guarantees that its facilities will have power available 100% of the time. For each hour of power unavailability, AMT will provide a service credit equal to 1 day of recurring service fees for the affected service. This guarantee only applies to facility power and does not cover outages caused by power supply failures on client servers.

### **5. Environment Control Guarantee**

INetU guarantees that its environmental systems will be available 100% of the time. For each hour that INetU fails to maintain a temperature between 60F and 80F degrees in the cold or intake aisles, AMT will provide a service credit equal to 1 day of recurring service fees for the affected service.

### **6. Physical Security Guarantee**

INetU guarantees that it will maintain a secured access facility 100% of the time. INetU promises to maintain strict access control mechanisms including dual factor access control to enter our offices and dual factor authentication including biometric technology to access all data facilities. INetU also guarantees it will provide camera surveillance inside all data facilities and covering all ingress and egress points. For any day that INetU fails to meet this guarantee AMT will provide a service credit equal to 1 day of recurring service fees for the affected service.

### **7. Credit Structure**

AMT will be the sole and final judge as to when guarantees under this SLA apply. Credits will only be issued for directly affected Servers. AMT's liability will be limited to 100% of the recurring service fees for the directly affected Servers in the month which the guarantees were not met (credits cannot be carried over from month to month) and will exclude any scheduled maintenance or outages caused by clients' errors or omissions. Clients who do not follow the corrective action recommended by AMT may



not qualify for credits under this SLA. All requests for credits under this SLA must be submitted to your account manager or [support@amt-us.com](mailto:support@amt-us.com) within 10 business days so the issue can be properly investigated. All e-mails sent to [support@amt-us.com](mailto:support@amt-us.com) will be acknowledged within 3 business days, otherwise please resubmit your request to your account manager.