

Appendix D



CUSTOMER

PRODUCT LICENSE AGREEMENT

THIS AGREEMENT is for the licensed use of software **PRODUCT** supplied by Network Kinetix, and is binding, and is made and entered into by and between NETWORK KINETIX LLC ("NKX"), having a place of business located at 13276 Research Blvd., Suite 207, Austin, 78750 and _____ ("Customer") having a place of business at _____.

WHEREAS the Customer desires and agrees to use the software product from NKX under the terms and conditions of DIR Contract No. DIR-TSO-4281, its appendices, and this licensing Agreement, and whereas NKX agrees to supply and support the Customer's use of the software product as a licensed right to use for its internal purposes and not for resale, the Parties hereby agree to these terms and conditions effective as per the latter date of signed authorization.

In entering into this Agreement, both parties may be referred to individually as the "Party" or jointly as the "Parties".

DEFINITIONS

- a) That which is provided by NKX shall be known as the "**Product**"
- b) The Product is software only, and is described as follows:
Network Kinetix has developed and markets a new paradigm for digitally live, true real-time situational analysis, alert and intercept in parallel to a situation's occurrence and before it completes its intended journey or affect. The Product is software. The Product is Use Case driven, and advances the capability beyond data centric/post-event data driven methods. The Product is particularly targeted to detect in live-data true real-time awareness and proactively reach out and preemptively prevent negative business situations in such areas as security violations, or fraudulent behavior, or compliance deviation, or to capitalize on positive situations involving opportunity assessment. The Customer acknowledges and agrees that the effectiveness of the Product is Use Case applications driven and the Customer or their agents are responsible for the effective applications design and development.
- c) That which is defined as a customer need shall be known as the "**Use Case**"
- d) That which is provided by the Customer shall be known as the "**Service**" or the "**Application**"
- e) An assigned area or focus of Customer activity shall be known as the "**Market**"
- f) A combined session between NKX and Customer to ascertain a Customer's needs shall be known as a "**Discovery**"
- g) That which is mutually identified as a need for the Product shall be known as a "**Use Case**" which shall result in an application

1. GRANT OF LICENSE

- 1.1. NKX grants a non-exclusive, non transferable license to the Customer in accord with the terms and conditions of DIR Contract No. DIR-TSO-4281, its Appendices, this Agreement and its Addendums to use the Product for the mutually agreed term or so long as license fees are paid to NKX for aforesaid licenses
- 1.2. The Customer acknowledges and agrees that NKX owns and has all Intellectual Property right to the Product that is provided, and that this Agreement is only a right for the Customer to have access to and use such PRODUCT as part of its internal services and not for resale, except by way of a service to be provided to the Customer's customer as part of the services product offering
- 1.3. Unless explicitly granted in writing by NKX, this document does not give the Customer the right to quote, or sub-license or deliver the Product to any other organization or entity expect for internal use
- 1.4. This Document provides no right to the Customer to reproduce all or any part of the Product

- 1.5. The Customer may make such copies of the NKX documentation as are reasonably necessary for customer needs or archival purposes.
- 1.6. The Customer agrees not to cause or to alter, amend, modify, port, reverse-engineer, decompile, translate, disassemble, decode or reengineer the Product

The Grant of License is for the use of reproducible object code only. The License prohibits the external transfer or distribution of any NKX or NKX related code
- 1.7. The Customer agrees that this Document contains no provision for projects or any action by NKX other than the licenses or actions explicitly granted in this document
- 1.8. Subject to DIR Contract No. DIR-TSO-4281, Customer agrees to include the same Terms and Conditions, Indemnification, Limitation of Liabilities, and IP Protection as specified by NKX in its distribution and use of the Product to Customer's customers
- 1.9. This Grant of License is for distribution to end customers only of the Customer, and provides no provision for Customer to act as a Master Customer establishing satellite distribution channels
- 1.10. Customer agrees to make no reference, guarantee, or performance commitments of the Product without explicit written permission from NKX
- 1.11. Customer acknowledges that from time to time in the execution of their Service that there maybe other licenses to be obtained as required by the Use Case, and that Customer agrees at its sole undertaking to take what actions are required to acquire and be bound by such other licenses including any private third party and Open Source Licenses without recourse to NKX
- 1.12. The Customer acknowledges and agrees that the Product is supplied as a license to use and that adherence to this agreement and the number of copies provided by NKX is under the terms and self reconnaissance of this Agreement, and that from time to time NKX may at its expense audit the Customer's use of the Product, and that such audit shall be non disruptive to the Customer and shall not be unreasonably withheld by the Customer
- 1.13. NKX reserves the right to add to its Product, and retrofit to its Product, such automated or machine driven Product license management and use monitoring without retroactive price impact to the customer, but such addition may impact future pricing

2. TECHNOLOGY COOPERATION

- 2.1. Customer and NKX shall mutually consider to participate in certain of Proof of Concept applications specific to the Use Cases and the assigned Market base, such forth coming mutual agreements shall leverage Customer expertise for its vertical Market and NKX expertise for Product
- 2.2. Such Systems level Product IP innovation ownership and rights to commercialization shall be with NKX (that which operates within, or enhances, the Product), and such Application level Service innovation ownership and rights to commercialization shall be with the Customer (that which uses the Product to deliver a Service)
- 2.3. Customer acknowledges and agrees that the performance of the Product is additionally relevant to the efficiency in the design and development of the Use Case as an application, and the quality and performance of the hardware and operating systems environment provided by the Customer, and that no warranties as to performance are provided by NKX except as per NKX publications
- 2.4. NKX shall provide 5 days elapse time in total at no charge at NKX premises for training, education, and guidance to the Customer in support of the use of the Product, all other expenses are to be borne by the Customer

3. MARKETING COOPERATION

- 3.1. Customer and NKX agree to a media press release when mutually convenient, such media press release shall not violate any nondisclosure agreement(s) between Customer, NKX, and other Parties
- 3.2. Other Marketing maybe developed jointly or independently of each without claim of cost, such Marketing shall require the approval of the other party before use or publication

4. OWNERSHIP

- 4.1. The Customer acknowledges and agrees that all copyright and other intellectual property rights in the PRODUCT (in whole or in part), the Documentation, and any other NKX proprietary information that may be provided or licensed pursuant to this Agreement shall at all times remain with NKX.
- 4.2. All rights not granted to the Customer in this document expressly remain with NKX
- 4.3. Other than that is licensable or licensed by NKX, NKX seeks no ownership or claim in any manner on the Services or intellectual property provided or developed by Customer.

5. REPRESENTATIONS AND WARRANTIES

- 5.1. Customer shall not, copy, assign, transfer or give access to the PRODUCT to any party other than that within the assignment and responsibilities of this document
- 5.2. Customer agrees not to cause, solicit and/or procure any party to ;
 - 5.2.1. remove, change or obscure any product identification or notices of proprietary rights and restrictions of the PRODUCT, and / or
 - 5.2.2. adapt, alter, amend, modify, reverse-engineer, decompile, translate, disassemble or decode any part of Product
- 5.3. The Parties warrant that they have the requisite power and authority to enter into and perform their respective obligations under this document
- 5.4. NKX warrants that it owns or is otherwise authorized to grant the rights set forth in this MOU.
- 5.5. NKX does not warrant that the Product is error or defect free, but does warrant that NKX shall make best efforts that for a period of 30 days following the delivery of such licensed PRODUCT that it is provided free from defects in accord with NKX specifications or mutually agreed and cooperatively worked Use Case implementation
- 5.6. If during the period of 30 days from Product release it fails to comply with the Service, NKX will as the sole remedy for Warranty:
 - 5.6.1. Repair, modify or replace the Product modules or entire Product which do not conform with the warranty in a manner so as to insure that the revised form of the Product materially complies with the NKX documentation or the NKX Use Case test approved by Customer in the NKX Lab
- 5.7. The foregoing warranties shall not apply to the extent that any alleged infringement, nonconformity, or defect derives from (i) a combination of the Product with any software, data, equipment or device not approved by NKX; (ii) any unauthorized repair or modification of the Product; (iii) Customer's continued use of the Product after receipt of notice of errors and/or infringements; or (iv) any improper use or use not granted in this document by the NKX of the Product.
- 5.8. NKX does not warrant that the Customer's operation of the Product will be uninterrupted or error free.
- 5.9. Customer agrees this license grant is to distribute NKX Product as a value added reseller requiring application software value provided by the Customer to be integrated as an application of the Product. This document is not for Customer to be sale or relicense Product without such application Service value added.
- 5.10. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, NKX DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, and MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. TERM AND TERMINATION

- 6.1. Subject to DIR Contract No. DIR-TSO-4281, unless explicitly allowed by NKX in writing, this Agreement shall terminate for the Customer's access and any use of the PRODUCT, without further action or notice by NKX, if Customer is (a) in material breach of this Agreement including failure to pay the agreed license fees, (b) enters into liquidation or bankruptcy proceedings, (c) is subject to a winding up petition, is required to make creditor

arrangements, have an administrator, administrative receiver or receiver appointed, or suffer or file any similar action, or specifically fails to comply with any such payment or use provisions as in such agreement. Upon such termination, the Customer shall cease immediately, that day, to use all PRODUCT and derived extensions associated with the PRODUCT, and return any and all such materials to NKX that are licensed or deemed owned by NKX, and provide a written certification by an officer of Customer to NKX within ten (10) days of the terminating event that such actions have been completed. NKX shall have the right to audit the Customer's cessation of the PRODUCT to ensure compliance with the terms of this Agreement.

- 6.2. Any termination of this Agreement shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any expressed or implied provision intended to do so after termination.
- 6.3. NKX reserves the express right to file for breach of contract and further remedial action including, and not limited to, direct and consequential damages and injunctive relieve should the Customer be in breach of terms and conditions of this Agreement with regard to any intellectual property violation or disclosure, any unauthorized distribution or use of the Product, any partnership or internal work that creates or causes to create a competing product in violation of this Agreement or non-disclosure Agreement between the Parties

7. PRICING AND PAYMENT

- 7.1. Product list pricing is provided in Addendum A and is in \$US.
- 7.2. Pricing shown in Addendum A is based on an annual subscription license
- 7.3. Subject to DIR Contract No. DIR-TSO-4281, such license payments owed to NKX by the Customer in undertaking such transactions for the use or delivery of the Product shall be payable by the Customer to NKX quarterly in advance within 30 days of such license(s) being commercially provided by the Customer
- 7.4. Late payments by Customer shall be subject to late fees at the rate of one and one half percent (1.5%) per month, or, if lower, the maximum rate allowed by law. Failure to pay in accordance with such an agreement upon three successive occasions when due may be considered a material breach of the agreement
- 7.5. NKX has right to audit such license distribution at its cost
- 7.6. All pricing provided by NKX exclude all federal, state, local, taxes or other taxes. The Customer shall reimburse NKX for any sales, use, or similar such taxes incurred by NKX on behalf of the Customer. The Customer agrees that all amounts payable under such agreement shall not be subject to deduction, set-off, or counter-claim
- 7.7. NKX acknowledges and agrees that the Customer may be subject to restrictions or internal budget constraints and alternative pricing may be provided

8. CONFIDENTIALITY

- 8.1. In the course of performing this document or such follow on agreement, NKX and Customer may disclose to each other information concerning their respective inventions, know-how, copyrights, customer lists, business strategies and tactics, and other trade secrets and proprietary information (the "Confidential Information") as may be necessary to further the purposes of an agreement. All such Confidential Information disclosed hereunder shall remain the sole property of the party disclosing it and the receiving party shall have no interest in or rights with respect thereto except as expressly set forth in this document or follow-on agreement.
- 8.2. NKX and Customer agree not to (i) use each other's Confidential Information except as contemplated by this Agreement, and (ii) disclose each other's Confidential Information to any of their respective employees or agents or any third party, except for such persons who have a bona fide need for such information to effect the purposes of this agreement, without the prior written consent of the party whose Confidential Information is proposed to be disclosed. NKX and Customer agree to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. In protecting the confidentiality of the other party's Confidential Information, the receiving party shall at a minimum exercise the same degree of care and take the same precautions that it exercises and takes with regard to the protection of its own confidential and/or proprietary information.

- 8.3. The obligations set forth in this Section 8 shall not apply to any information which (i) is in the public domain as of the date of receipt by the receiving party; (ii) hereafter becomes known to the public through no fault of the receiving party; (iii) is already known by the receiving party at the time of disclosure; (iv) is independently developed by the receiving party's employees or agents having no access to such Confidential Information; (v) is subsequently obtained by the receiving party from an independent, third-party source having no obligation of confidentiality directly or indirectly to the disclosing party; or (vi) the disclosure of which is required by law
- 8.4. Information received by either Party shall be respected as being given in good faith, and shall not be used to build competing Product or Service

9. NON-INTERFERENCE

- 9.1. The Parties acknowledge that certain of their employees or contractors will acquire Confidential Information and other knowledge and information concerning the business of each Party or knowledge of the intellectual property of each Party as the result of this Agreement. Accordingly, the Parties agree each to the other that, during the term of executing this document and such agreement, and for a period of twelve (12) months following the expiration or mutual termination of such, neither Party in any manner, either directly or indirectly, shall engage or cause to be engaged in the building of competing inventions, intellectual property or products, nor file for competing patents, nor solicit or offer or agree to perform any services for such business opportunities using knowledge, experiences or intellectual property gained as a result of these or related discussions, without gaining the expressed and written permission of the other party.
- 9.2. During the term of this document or any further binding agreement, and for twelve (24) months following expiration any such the term of this document or any further binding agreement, (the "Non-Solicitation Period"), neither party shall (directly) solicit the other party's employees or personnel for employment or contract.

10. LIMITATION OF LIABILITY

- 10.1. NKX total liability to the Customer for any kind of loss or damage arising out of, or in any connection with, this document or such follow on agreement, what so ever under any theory or ruling of liability, shall be limited to the amount of Product payments fees to NKX by Customer for that specific Use Case
- 10.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL NKX OR CUSTOMER OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OR AFFILIATES BE LIABLE EACH TO THE OTHER FOR LOST PROFITS, LOST REVENUES OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER ARISING FROM THE DISTRIBUTION OR USE IN ANY MANNER OF PRODUCT OR SERVICE. THE ABOVE LIMITATIONS SHALL APPLY TO ALL CLAIMS WHETHER ARISING FROM BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, INFRINGEMENT DEFENSE, STRICT LIABILITY, OR OTHERWISE, EVEN IF NKX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO LEGAL ACTION MAY BE BROUGHT IN CONNECTION WITH THIS DOCUMENT OR FOLLOW-ON AGREEMENT, THE PRODUCT, OR ANY PERFORMANCE OR NONPERFORMANCE HEREUNDER, MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

11. INDEMNIFICATION

- 11.1. NKX shall indemnify and defend Customer at its expense, any legal proceeding brought against the Customer, to the extent it is based on a claim that the PRODUCT supplied by NKX and is in current use by Customer at the time of the claim violates a third party's copyright registered in a country that is a signatory of the Berne Convention, or infringes upon a third party's patent filed in a country that is a signatory to the Patent Cooperation Treaty prior to the date of this document or follow-on agreement. NKX will undertake this action in a court of competent jurisdiction in Travis County, Texas attributable to such claim, provided that the Customer:
- 11.1.1. promptly notifies NKX in writing of any allegations of infringement of which the Customer has notice and makes no statement or admission without prior written consent from NKX;
- 11.1.2. the Customer, at the request of NKX, will afford all reasonable assistance with such negotiations or litigation, being reimbursed by NKX for reasonable out-of-pocket expenses incurred in so doing.

- 11.2. These provisions will not apply to any infringement arising out of Customer’s use of the PRODUCT not supplied or approved by NKX
- 11.3. If, at any time, the PRODUCT is held by a court of competent jurisdiction to constitute an infringement of a third party's intellectual property rights or if NKX reasonably believes the same, and that it is likely to constitute such an infringement, then the Customer agrees that as its sole remedy NKX may at its own expense either:
 - 11.3.1. procure for the Customer the right to continue licensing the PRODUCT;
 - 11.3.2. modify or replace the PRODUCT in a manner that enables the modified PRODUCT to continue to materially comply avoiding alleged infringement.

12. SOURCE CODE ESCROW

- 12.1. Upon Customer’s request and cost, NKX agrees to place into escrow the Product in source code form, and all build tools, updates and other materials necessary to enable Customer to maintain and service licensed Product(s) in the object code form. Customer shall be responsible for paying the escrow agents fees and any other fees relating to the escrow. Customer agrees not to exercise any access to the escrow materials set forth below until the escrow material is released to the Customer by the escrow agent. The escrow agent may only release the escrow material to Customer under the circumstance that NKX becomes insolvent and following such time that NKX ceases to do business in the normal course. Under any and all circumstances, IP ownership of the PRODUCT and any derivative works shall remain the property of NKX or its owners. In the circumstance of escrow release, the Customer may adapt, alter, amend, modify, decompile and translate the source code of the PRODUCT to support its ongoing business. Any and all such modifications to the Product shall continue to remain the property of NKX

13. GENERAL

- 13.1. This document is a binding Agreement between Customer and NKX, and subject to DIR Contract No. DIR-TSO-4281, supersedes any other oral or written communications, agreements or representations with respect to this subject. No waiver, alteration or modification of the provisions of this document shall be valid unless set forth in a mutually agreed upon writing executed by the Parties.
- 13.2. If any of the provisions or part of a provision of this document or such binding agreement is judged to be illegal by a competent authority, such part of the provision, to the extent necessary to render the remainder legal, shall be deleted and the continuation in full force and effect of the remainder of the provision or provisions will not be prejudiced.
- 13.3. Nothing contained herein shall be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint enterprise between the parties.
- 13.4. All notices and demands other than day-to-day communications in the commercialization of the Product shall be made in writing to the parties at the addresses set forth below, and shall be sent by registered or certified first-class mail, return receipt requested, facsimile, electronic mail, courier service or personal delivery and shall be deemed received upon delivery

Customer

NKX

- 13.5. No failure or omission by either party in the performance of any obligation under this document shall be deemed a breach of this document or further agreement nor create any liability if the same shall arise from any cause or causes beyond the reasonable control of such party, including but not limited to the following: acts of God, acts or omissions of any government or any officer, department, agency or instrument thereof; fire, storm, flood, earthquake, accident,

acts of the public enemy, war, rebellion, failure of telecommunications services, public utilities or an Internet brown out, insurrection, riot, invasion, strikes, or lockouts.

- 13.6. Except as provided by Appendix A, Section 4D, to DIR Contract No. DIR-TSO-4281, the Customer may not delegate, assign or transfer this document or follow-on agreement, the license(s) granted or any Customer rights or duties hereunder except by way of acquisition, merger or sale of Customer assets providing that such action does not compete with NKX and is alignment with this document or follow-on agreement. Such changes to business direction by Customer may be requested to NKX, and if not competing such changes will not be unreasonable withheld.
- 13.7. NKX may assign this document or pending follow-on agreement, and its rights and obligations hereunder, as provided by Appendix A, Section 4D, to DIR Contract No. DIR-TSO-4281.
- 13.8. The Customer shall warrant that its use of the Product conforms to the laws of the United States of America.
- 13.9. The PRODUCT, including technical data, to be delivered under this document or further agreement is subject to United States of America export control laws and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export or import the PRODUCT, and holds NKX harmless of any default by the Customer of such rules and regulations.
- 13.10. This document, and pending follow-on agreement, is governed by the laws of TEXAS. Dispute Resolution shall be handled in accordance with as provided by Appendix A, Section 11A, to DIR Contract No. DIR-TSO-4281.
- 13.11. The provisions of Sections 4 through 11 shall survive any termination of this document.

IN WITNESS WHEREOF, the Parties through their authorized representatives have executed this MOU:

NKX Authorized

BY:.....

NAME:

TITLE:

DATE:

Customer Authorized

BY:.....

NAME:

TITLE:

DATE:

Addendum A (List Pricing)

Pricing

NKX product pricing is an annual license subscription paid monthly (or Quarterly) prorata in advance. There are separate prices for Ingestor Nodes and Semantic Nodes.

Bundled Pricing can be summarized as follows per application:

PDC360 (Ingestor Node) : US\$4,000 per Node
PREVIEW360 (Semantic Node) : US\$9,000 per Node
PREDATOR360 (Enforcer Node) : US\$9,000 per Node

PRICING IS FOR NKX PRODUCT ONLY and EXCLUDES HARDWARE AND SYSTEMS SOFTWARE WHICH IS TO BE SUPPLIED BY THE CUSTOMER

Explicit Unbundled and Extended Pricing

PDC360 ~ Ingestor Node

List price is \$2,000 per Ingestor server node instance per month, plus \$2,100 per protocol per Ingestor server node instance per month, and \$2,200 per application blade supported by the Ingestor server node instance per month. This pricing is regardless as to who designs, develops or installs the application blade(s). Customer designed and developed application blades, or third party designed and developed application blades can be added at \$2,200 per application blade instance per month.

PREVIEW360 ~ Semantic Node

List price is \$9,000 per Semantic server node instance per month per application

PREDATOR360 ~ Enforcer Node

List price is \$9,000 per Semantic server node instance per month per application

Price Calculation EXAMPLE

As an example: if the installation is 5 Ingestor Nodes that support 3 protocols connected to 1 Semantic node working 2 application blades, the pricing would be:

Ingestor Node:	5 x \$2,000 = \$10,000 base for 5 Ingestor Node software	= \$10,000
	5 x 3 protocols @ \$2,100 each = 15 x \$2,100	= \$31,500
	5 x 2 app.blades @ \$2,200 each = 10 x \$2,200	= \$22,000
Semantic Node:	1 x \$12,000 each	= \$12,000
	2 x app.blades @ \$6,000 each	= \$12,000
	TOTAL PER MONTH	\$ 87,500

It is the responsibility of the Customer to place the PDC360 Ingestors at the key points within a network or data cloud (physical or virtual) to conform to the Use Case requirements

Addendum B (Use Case Configuration Pricing)

This Page intentionally left BLANK and shall contain the agreed price configuration.

Addendum C

Support Pricing

This subscription pricing includes reoccurring fees for 8 hr x 5 day per week email support, calibrated at US Central Time Zone. A service level agreement for 24 hr x 7 day support or alternative time zones or local time zones or on site support can be provided through a special bid process resulting in a specific custom support plan. This requires customer input as to their support requirements.

Pricing excludes all taxes and other charges. Pricing or service levels are subject to change with 30 days written or publically made notice.

Support and Severity Levels

Worldwide customer Service and Product Engineering are conducted from San Francisco Bay Area CA and Austin TX. The company is willing to discuss with special bid pricing on site or local support for specified or all Severity Level situations. There are three SLA levels.

Severity Level 3: Degraded application service, application still functional

Error reported by email or phone call by customer, status: **Application operations still functional but in a degraded mode**

Step 1

- The “problem is logged” message sent by customer service to customer within 60 mins
- Problem verification or identification is targeted within 72 hours (3 days) of log and a resolution (patch or work around) is targeted within an additional 96 hours (4 days)

Step 2

- If problem identification is not available within the allotted 72 hours (3 days) above then customer is informed and situation is escalated to product engineering and a resolution (patch or work around) targeted to be issued within the allotted 96 hours (4 days) above plus an additional 24 hours (1 day). Targeted “worst case” time from log to resolution equals 8 working days.

Severity Level 2: Temporary interruption of service

Error reported by email or phone call by customer, status: **Application operations remain partially functional and in demonstrable degraded mode, may involve a reoccurring application crashes or stoppages, multiple application reboots cures problem or enables application to continue functioning but with reoccurring error situations**

Step 1

- The “problem is logged” message sent by customer service to customer within 60 minutes
- Problem verification or identification is targeted within 72 hours (3 days) of log and a resolution (patch or work around) is targeted within an additional 48 hours (2 days)

Step 2

- If problem identification is not available within the allotted 72 hours (3 days) above then customer is informed and situation is escalated to product engineering and a resolution (patch or work around) is targeted to be issued within the allotted 48 hours (2 days) resolution time stated above plus an additional 24 hours (1 day). Targeted “worst case” time from log to resolution equals 7 working days.

Severity Level 1: Application stoppage or crash, unable to reboot

Error reported by email or phone call by customer, status: **Application stop or crash, unable to reboot to restart, no application service**

Step 1

- The “problem is logged” message sent by customer service to customer within 30 minutes, and situation is immediately escalated to Chief Products Officer, to CEO, and VP Product Engineering
- Problem resolution identification within 24 hours (1 day) and resolution (patch or work around) within 24 hours (1 days). Total worst-case time from log to resolution equals 2 working days.