

SERVICE LEVEL AGREEMENT

This Service Level Agreement (the “SLA”) sets forth the standards that will apply to the Application Services. The SLA is incorporated in and governed by the terms of the Blaze Portfolio Application Services Agreement (the “Agreement”) by and between Customer and Blaze. Unless expressly provided for in this SLA, in the event of a conflict between the provisions contained in the Agreement and those contained in this SLA, the provisions contained in the Agreement shall prevail. Terms not otherwise defined in this SLA shall have the meaning as set forth in the Agreement.

1. **System Availability.** Blaze guarantees the Application Services will be available with 99.9% uptime, excluding scheduled maintenance. Blaze will use commercially reasonable effort to notify Customer twenty-four hours in advance of scheduled maintenance. Unscheduled downtime shall not exceed 526.6 minutes per year.

2. **Support Desk.**

Customer will be entitled to receive support 7 days a week from 7 AM and 7:00 PM (“Support Hours”) Central Time for Level 1 issues. Customer will be entitled to receive support for all other issues between 8 AM – 5 PM Central Time (“Business Hours”), Monday – Friday except for any NYSE holidays (“Business Days”).

Response time commitments, communication update intervals, and priority level definitions for each issue type are defined in the table below.

Priority Level	Priority Level Description	Initial Response Commitment	Update Commitment, unless otherwise agreed by the parties
Level 1	System is impaired and users cannot access Application Services due to Blaze caused issue and no acceptable workaround exists.	1 Support Hour	Every 2 Elapsed Support Hours
Level 2	Users can access Application Services, but a data integrity issue exists or functionality is working at degraded capacity and no acceptable workaround exists	4 Business Hours	Every 4 Elapsed Business Hours
Level 3	Users can access Application Services, but a minor piece of functionality is not performing or where a workaround exists to an issues that would otherwise be Level 1 or Level 2.	1 Business Day	Every 5 Business Days
Level 4	Anything that does not meet the definitions of Level 1-3 above.	5 Business Days	As appropriate

3. **Customer Notification and Credits.** At the time Customer believes that a Service impacting condition has occurred, Customer must initiate a support ticket by contacting Blaze support in accordance with the method of contact set forth below (see Section 3.a below). A Credit (see Section 3.b below) will be applied to Customer’s first invoice subsequent to Blaze’s reasonable determination that a service level has not been met.

a. **Notification Procedure.** File a support request through the support portal at <http://support.blazeportfolio.com> or Email: support@blazeportfolio.com or Call and speak to a support representative at: 773-935-2470 x2

b. **Credits.**

In the event Blaze does not meet any of the requisite service levels in a recurring billing period, Blaze shall: (a) reduce the next applicable invoice to Customer by the amount of the applicable credits as a credit, and not as liquidated damages or refund; and, (b) use its commercial efforts to have the unmet Service Level be met. Notwithstanding the foregoing, Customer and Blaze will use commercially reasonable efforts to minimize the impact or duration of any outage, interruption, or degradation of Service

- Level 1 One (1) day credit for each one (1) hour delay.
- Level 2 One (1) day credit for each one (1) day delay, after the first twenty-four (24) hours
- Level 3 No credit.
- Level 4 No credit

To claim a Credit, Customer must submit a credit request within thirty days of the event giving rise to a credit. Credits may not and will not exceed total fees due to Blaze in any given billing period, only to the extent there is a next billing period. In no event will a Credit be provided as a refund.

4. Notifications.

- a. **Scheduled Maintenance.** To maintain the performance of Application Services and be able to respond to changes in technology and security risks, Blaze must occasionally take the Application Services off line to perform maintenance. These outages will occur during the scheduled maintenance windows defined below:

Maintenance Windows:	Monday – Thursday from 8:30 PM CST to 3:59 AM CST Friday 8:30 PM CST to Sunday– 11:59 PM CST
Duration:	Outages are not intended to exceed twelve hours.

- 5. **Service Level Updates.** Notwithstanding Section 11.7 of the Application Services Agreement, Blaze may periodically update these Service Levels.

- 6. **Exceptions.** Notwithstanding anything to the contrary, Blaze’s failure to meet any service level will not constitute a service level failure or breach of the SLA or the Agreement, to the extent the issue is caused by (each an “**SLA Exception**”): (a) Customer connectivity issues; (b) Customer hardware, software, or networking errors relative to the SLA; (c) denial of service, or similar attacks whose goal is to “**overload**” a website with requests for information, content, or responses; (d) failure of Customer third party applications or code, hardware, or its associated interfaces; virus, trojan horse, malware or other disabling or malicious code; (e) force majeure or any unavailability caused by circumstances beyond the reasonable control of Blaze, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (but excluding any performance failure or delay of Blaze that is the result of Blaze failing to comply (or to cause its Subcontractors or suppliers to comply) with the Disaster Recovery Plan); (f) usage that exceeds capacity or bandwidth thresholds; (g) Customer or Authorized User failing to perform its responsibilities set forth in an Agreement, or acts or omissions of Customer or Authorized User that are the direct or indirect cause of the service level not being met; (h) Customer or Authorized User failing to provide requested information, data, or cooperation in a timely manner relative to the service level; (i) willful misconduct or violations of applicable law, rule or regulation by Customer or Authorized User; (j) Application Services changes or resource changes requested or approved by Customer; (k) Application Services that are expressly designated as trial or beta services; (l) scheduled maintenance windows or emergency maintenance, including critical unforeseen maintenance (e.g. repairs, modifications, or upgrades) needed to maintain security or reliability not to exceed the unscheduled downtime limits set forth in Section 1 of this SLA; (m) Customer or Authorized User breach of this Agreement; or (n) Customer Information or Customer Confidential Information; or (o) Customer has exceed the Maximum Number of Accounts at the time the issue occurs or at any time during resolution of the issue.