

# PRODUCTION SUPPORT AND SERVICE LEVEL AVAILABILITY AGREEMENT

HASHCASH CONSULTANTS

<https://www.hashcashconsultants.com>

## PRODUCTION SUPPORT AND SERVICE LEVEL AVAILABILITY AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of the last signature date on the signature form herein ("Effective Date"), by and between HashCash Consultants LLC, a California limited liability company on behalf of itself and its subsidiaries, (the "Party A" or "Developer"), and \_\_\_\_\_ (the "Party B" or "Client") and collectively, the "Parties".

WHEREAS the Party A is engaged in the business of building and maintaining software applications;

WHEREAS the Party B wishes to engage Party A to maintain the Software Applications as outlined in [Exhibit A](#);

NOW THEREFORE BE IT RESOLVED, in consideration of the mutual covenants, promises, warranties and other good and valuable consideration set forth herein, the Parties agree as follows:

### 1. Parties and Timeline.

This Agreement between the Parties shall be effective for a period of eighteen (12) months (the "Initial Period") from the date first above written.

The purpose of this Agreement is to document the service delivery of Party A to Party B. Party A shall deliver the services set forth in this document. Party B shall pay for the services covered by this Agreement in accordance with the terms agreed upon between the Parties in this Agreement.

### 2. Renewal.

This Agreement will automatically renew after expiration of the initial period for a subsequent period of one year and thereafter for further one-year periods unless terminated by either Party with a one month notice before expiration of the Term of the Agreement.

### 3. Technical Assistance Terms.

Party A will provide Party B with 24x7x365 technical assistance in accordance with this SLA.

### 4. Service Availability.

Party A's Service Availability commitment for a given calendar month is 99.5%.

Service Availability is calculated per month as follows:

$$\left( \frac{\text{((Total – Unplanned Outage – Planned Maintenance – Planned or Unplanned Outage for third party applications))}}{\text{(Total – Planned Maintenance – Planned or Unplanned Outage for third party applications)}} \right) \times 100 \geq 99.5\%$$

## 5. Definitions.

- Total is the total minutes in the month.
- Unplanned Outage is total minutes unavailable in the month outside of the Planned Maintenance window.
- Planned Maintenance is total minutes of planned maintenance in the month.
- Service Availability calculation assumes 100% availability of underlying infra where infra is provided by third party.
- Service Availability calculation assumes 100% availability of third party applications that are integrated to HashCash provides applications.
- HashCash assumes no liability for downtime for infra or applications provided by third parties.
- In case, infra or applications offered by third parties have any downtime, planned or unplanned, those downtimes would be excluded from Service Availability calculations.

Currently, Planned Maintenance is four (4) hours for weekly maintenance, plus four (4) hours for monthly maintenance, plus four (4) hours for quarterly maintenance. Party A's current weekly maintenance begins at 2:00 am (Pacific) on Friday; monthly maintenance begins at 6:00 am (Pacific) on Friday; and quarterly maintenance begins at 10:00 am (Pacific) on Friday. All times are subject to change upon thirty (30) days' notice provided to Party B and any such change shall not lengthen the duration of the associated maintenance window.

If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month. The measurement point for Service Availability is the availability of the Party A production tenants at the Party A production data center's Internet connection points.

## 6. Disaster Recovery.

Party A will maintain a disaster recovery plan for Party B's production Database in conformance with Party A's most current Disaster Recovery methodologies. Party A commits to a recovery time objective of twelve (12) hours - measured from the time that Party B's production database becomes unavailable until it is available again. Party A commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the production database becomes unavailable. Party A will test the disaster recovery plan once every six months.

## 7. Case Submittal and Reporting.

Party B's Named Support Contacts may submit cases to Party A's named support representative. Named Support Contacts must be trained on the Party A product(s) for which they initiate support requests. Each case will be assigned a unique case number. Party A will respond to each case in accordance with this SLA and will work diligently toward resolution of the issue taking into consideration its severity and impact on the Party B's business operations. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other reasonable solution to the issue. Case reporting is made available on demand to Party B.

## 8. Severity Level Determination.

Party B shall reasonably self-diagnose each support issue and recommend to Party A an appropriate Severity Level designation. Party A shall validate Party B's Severity Level designation, or propose a change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Party A Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within 24 hour of the escalation.

## 9. Support Issue Production Severity Levels - Response and Escalation.

Service requests for problems received by the help desk will be given a Severity Code from 1 – 4 based on how important responding to the problem is to the primary business of Party B as a whole, as well as the availability of workarounds. The Severity Code will be the basis for scheduling work on the backlog and assigning resources to the request.

The Priority assigned to a ticket depends upon:

**The Impact on the business: size, scope, and complexity of the Incident**

**The Urgency to the business: time within which resolution is required**

**The resource availability**

**The expected effort in resolving or completing a task**

Severity Code	Definition
1	A problem has made a critical application function unusable or unavailable and no workaround exists.
2	A problem has made a critical application function unusable or unavailable but a workaround exists. or A problem has made an important application function unusable or unavailable and no workaround exists.
3	A problem has diminished critical or important application functionality or performance but the functionality still performs as specified in the user documentation.
4	A problem has diminished supportive application functionality or performance.

Severity codes are used in order to determine appropriate response and resolution times. Response and resolution times are measured from when the incident is opened by the help desk. If the problem is not resolved within the defined timeframe, continuous effort will be applied until the problem is resolved.

Severity Code	Response Time	Target Customer Status Update Time	Target Resolution Time
1	2 hours	Every 4 hour	4 hours
2	4 hours	Every 8 hours	8 hours
3	6 hours	Every 24 hours	1 day
4	12 hours	Every 3 days	3 days

## 10. Service Level Reviews.

Party A will use a phased approach in initially conducting Service Level Reviews. The reviews will be facilitated by the Party A's Customer Service group and conducted at a minimum on a quarterly basis or as needed. A Business and Technology Services Leader and Party B will participate in the reviews.

Service Level Agreements (SLA) will be reviewed, and/or renewed, at least once per year or as required. Party B may request a review of Service Level Agreements at any time by contacting Party A's Customer Service group. The SLA will also require review under any of the following conditions:

**Whenever there is a significant and/or sustained change to the delivery of the service**  
**Whenever there is a significant change requested to the SLA that supports the Party A service**

As a result of these reviews or as other information is provided, Service Improvement Programs will be implemented as needed.

## 11. Metrics and Reports.

Metrics and reports will be discussed at the Service Level Reviews.

Report Name	Reporting Metric	Reporting Interval
SLA Report for Incidents Resolved	Resolved incidents within and outside of the SLA; Service Request Resolution Times	Monthly

## 12. Party A Support Scope.

Party A will support functionality that is delivered by Party A as part of the Service. For all other functionality, and/or issues or errors in the Party A Service caused by issues, errors and/or changes in Party B's information systems and/or third party products or services, Party A may assist Party B

and its third party providers in diagnosing and resolving issues or errors but Party B acknowledges that these matters are outside of Party A's support obligations. Service Level failures attributable to (i) Party B's acts or omissions; and (ii) Force Majeure events shall be excused.

### 13. Payment Terms.

Party A shall provide invoice to Party B in accordance with Exhibit A at the commencement of this Agreement for one year of service as described in this Agreement and Party B agrees to pay for such service for one year in advance. Party B shall complete payment toward the invoice within 30 days of receiving the invoice. If Party B defaults from the payment terms as described here, Party B is liable to pay Party A, penalty fee of 1% per day of the total payment due for each day of delay in payment.

### 14. Dispute Resolution and Arbitration.

The Parties agree that it is in their mutual best interest to resolve disputes informally and amicably. If representatives of the Parties are unable to resolve any dispute after reasonable negotiation, such issue shall be escalated to the respective legal counsel of the Parties, and then, if necessary, to the heads of the respective agencies. If the dispute still remains unresolved, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

### 15. Ownership and Custody of Data.

All data or other records held or stored by Party A as a result of this SLA shall be considered the property of, and in the custody of, Party B. In the event of a request made to Party A for access to Party B records by other legal process, Party A will decline such requests and indicate to the requestor that Party A is not the custodian of such records. Party A will refer the requestor to Party B and will notify Party B of such request as soon as is reasonable under the circumstances, in order to provide Party B with an opportunity to state or otherwise argue its own position concerning such request.

### 16. Confidentiality.

As a result of this SLA, each Party is likely to have access to information or records of the other Party that is exempt from disclosure under applicable law. Such information shall be deemed "Confidential Information." Each Party shall maintain all Confidential Information of the other Party in strictest confidence and will not at any time use, publish, reproduce or disclose any Confidential Information, except to the extent necessary to carry out the Party's duties under this SLA or as expressly authorized in writing by the other Party. Each Party shall, prior to disclosing any Confidential Information to any contractor or other third party, promptly seek and obtain authorization for the disclosure from the other Party and shall ensure that the contractor or other third party is subject to

a non-disclosure agreement. Nothing in this paragraph is intended to prevent either Party from compliance with any order issued by state or federal court.

**17. Entire Agreement.**

This Agreement constitutes the entire agreement between Party A and Party B with regards to the subject matter of this Agreement and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**Signatures.**

The parties have executed this Agreement as of the Effective Date.	
<b>Hashcash Consultants</b>	<b>Company</b>
By: _____, its <u>Authorized Representative</u>	By: _____, its <u>Authorized Representative</u>
Print Name: _____	Print Name: _____
Date Signed: _____	Date Signed: _____
Mail: 28747 Vista Grande Dr, Hayward, CA 94544	Mail: _____
Email: legal@hashcashconsultants.com	Email: _____
Attention: General Counsel	Attention: _____