

Form of Statement of Work Number100
Advisor Equity Research Solution for Ameriprise Financial, Inc.

This Statement of Work ("SOW") shall be effective on the date of execution by Thomson Reuters below and is pursuant to the Master Services Agreement entered into by and between Reuters Limited ("Thomson Reuters") and Markit On Demand ("MOD"), formerly known Wall Street On Demand, Inc. ("WSOD"), as of March 7, 2003 (the "Agreement"). The Agreement is incorporated herein by this reference. To the extent that there is any conflict between the terms of the Agreement and the terms of this SOW, this SOW shall control. Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Agreement.

1. **Name of Person for which MOD will perform MOD Services hereunder (this will either be a member of the Thomson Reuters Group or a Thomson Reuters client, for purposes hereof, referred to in either case as the "Client" or "Ameriprise"):**

Ameriprise Financial, Inc.

2. **Contact Information for the Client:**

Angelita Ness
Ameriprise Financial
Direct: (612) 671-3062
angie.ness@ampf.com

3. **List all applicable contracts in place between Thomson Reuters and Client. For each such contract list:**

- a. **Title of Contracts:** Thomson Reuters Knowledge Direct for Wealth Management Redistribution Order Form to the Ameriprise Master Agreement dated June 17, 2009 (includes Work Statement) (the "Contract").
- b. **Term of Contract:** The Contract shall become effective upon execution. Services will be subject to an initial term of 36 months which will begin on the first of the month following Client's acceptance (TR will notify MOD of Client's acceptance) of the Solution (the "Initial Term").
- c. **Any automatic renewal provision in Contracts:**
The Contracts shall automatically renew for additional 12 month periods (each a "Renewal Term") unless either party provides the other with written notice of cancellation at least 90 days prior to the expiration of the then current Initial Term or Renewal Term (as the case may be), with such cancellation to be effective on the last day of the then current term.

4. **List all applicable terms under this SOW:**

- a. **Term:** The MOD Services in this SOW shall become effective upon signing. The MOD Services will be subject to an initial term which will begin on the first of the month following Client's acceptance (Thomson Reuters will notify MOD of Client's acceptance) of the Solution (the "Initial Term")
- b. **Any automatic renewal provision:**
The MOD Services shall automatically renew for additional 12 month periods (each a "Renewal Term") unless either party provides the other with written notice of cancellation at least 90 days prior to the expiration of the then current Initial Term or Renewal Term (as the case may be), with such cancellation to be effective on the last day of the then current term.

In the event of a notice by Thomson Reuters to MOD under this Section 4(b), the MOD Services shall be cancelled on expiration of the then-current term.

In the event of a notice by MOD to Thomson Reuters under this Section 4(b) (a "MOD Notice of Cancellation") MOD agrees and acknowledges that Thomson Reuters shall have the right to continue to receive the MOD Services for an extension period of six (6) months following expiration of the then current term (the "Extension Period"); provided that MOD receives written notice of Thomson Reuters' request to extend the MOD Services within forty-five (45) days of Thomson Reuters' receipt of the MOD Notice of Cancellation.

Unless otherwise agreed in writing by and between the parties, on expiration of the Extension Period, the MOD Services shall automatically terminate with no further action of either party.

Notwithstanding the foregoing or anything to the contrary herein or in the Agreement, MOD agrees and acknowledges that after the Initial Term in the event Client cancels the services Thomson Reuters provides to Client in connection with which Thomson Reuters receives MOD Services from MOD hereunder, Thomson Reuters shall be entitled to cancel the MOD Services and this SOW on 90 days' prior written notice to MOD.

c. If MOD will be hosting Thomson Reuters data on behalf of Client describe:

- i. the Thomson Reuters data to be hosted:
Thomson Reuters StockReports+
North American Quotes for Equities
- ii. whether exchange data is included: yes Delayed
- iii. Client's permitted usage of the Thomson Reuters data outside of Deliverables below:
None

5. MOD will provide the following MOD Services to Client:

- ☐ **Hosting/Development Services**
- ☐ **Design Services**
- ☒ **Help Desk Services**

MOD will perform Help Desk Services for Client (a Help Desk Subscriber) in accordance with Schedule IV of the Agreement.

- ☐ **Alerts Service**

MOD will provide the Alerts Service to Client in accordance with Schedule V of the Agreement.

- ☐ **Reports Service**

[MOD/Thomson Reuters] will provide the Reports Service to the Client (a Thomson Reuters Subscriber) in accordance with Schedule V of the Agreement.

- ☐ **API Services**
- ☐ **Fulfillment Services**
- ☒ **Other**

6. Description of Deliverables:

MOD will work with Client to design, develop, and host a custom internal research solution for Client (the "Solution") that largely replicates and replaces the current RKI Solution. It is acknowledged that the Solution will integrate Information provided by Thomson Reuters and information provided by other third parties (which Client will provide directly to MOD for integration) and shall be accessible solely by Client's internal users (via their T1.com or T1 SMART accesses). Neither Thomson Reuters nor MOD shall have any liability for any third party data provided by Client to MOD.

Information: The Solution will include access to:

- Thomson Reuters StockReports+
- North American Quotes for Equities
- Delayed Quote data

Delivery and Integration

- MOD will deliver the equity research solution as a suite of web pages
- Client will integrate these pages within Thomson One via web pages via browser.
- Client's Investment Research Group proprietary research will be provided to MOD via FTP or API.
- The web pages will be designed to support IE11 browsers

Authentication

- Authentication to the web pages will be via SAML, with either TR or Client acting as the identity provider.
- Client acknowledges and agrees that Thomson Reuters will act as the identity provider as part of this Order Form as long as there is not a requirement for a TSA code release. In the event a TSA code release is required the parties shall use reasonable efforts to negotiate in good faith and execute an amendment to this Order Form that takes into account this change.

Context Passing

MOD will be accepting context passing from the Thomson One framework for use within the Company Snapshot and the Third Party Research including Document Basket components. MOD will not pass content out in to the T1 Framework.

*****Detailed Descriptions of the Deliverables and Screenshots are set forth in Appendix A*****

It should be noted that, the desktop components designed and developed by MOD hereunder will replace the following existing Client Services (as per an old order form between Client and Thomson Reuters):

1. Research Reports – Third Party Research (#3712)
2. Research Reports by Account – Third Party Research (#5706) Account Symbol Lookup functionality
3. Ratings Screener/Watchlist (#6533)

4. Company Snapshot

Requirements:

MOD shall:

- Provide ongoing hosting and support for the Deliverables

Client shall:

- Provide staff to reasonably assist in the deployment of the Deliverables and help with internal issue resolution.

7. Project Timeline:

MOD, Client and Thomson Reuters will work together outside of the context of this SOW, in good faith, to create a project plan and timeline after the detailed Solution requirements are documented and agreed.

8. Fees and Invoicing:

(a) One time Fees.

- Thomson Reuters agrees to pay MOD a one-time development fee of US \$50,000 upon delivery and Client's acceptance of the Solution (Thomson Reuters will notify MOD of Client's acceptance).

(b) Monthly Fees.

- Thomson Reuters agrees to pay MOD US \$20,000 per month (the "**Monthly Fees**") beginning the first of the month following Client's acceptance of the Solution (Thomson Reuters will notify MOD of Client's acceptance).

9. Client Materials:

Thomson Reuters will use commercially reasonable efforts to cause Client to provide to MOD all information and materials necessary for MOD to perform the MOD Services, including any licenses to materials that are necessary for MOD to perform the MOD Services. If Thomson Reuters or Client (as the case may be) does not provide the information and materials necessary for MOD to perform any MOD Services, MOD will not be obligated to perform those MOD Services or the time for performance will be extended to a date after Thomson Reuters or Client (as the case may be) has provided such required items.

10. Service Levels:

The Service Levels set forth in the Agreement do not apply to MOD's provision of the MOD Services to the Client. The applicable Service Levels are attached hereto as Appendix B (the "SLA"). Under the SLA, Vendor shall mean MOD. MOD agrees to be solely liable for the compliance with and performance of all obligations set forth in the SLA and shall maintain all responsibility for the remedies set forth in the SLA including those Set forth in Section 4.4 and Section 7 of the SLA. To the extent that credits are required to be provided by MOD under Section 4.4, MOD will provide such credits directly to Thomson Reuters who shall then provide them to the Client in accordance with the

agreement between Thomson Reuters and Client. In the event Client provides notice of cancellation in accordance with Section 7 of the SLA, Thomson Reuters shall be permitted to cancel this SOW upon written notice to MOD with such cancellation effective the same date as Client's cancellation is effective with Thomson Reuters. If Thomson Reuters has prepaid any monies for any periods post termination, MOD will issue a refund directly to Thomson Reuters for all prepaid monies.

11. Glossary of Terms:

Term	Definition
RKI	Reuters Knowledge Integration (formerly Multex Express). Withdrawn from sale but it created bespoke, private-label Reuters-branded solutions for sellside and buy-side investment professionals (investment banks, wealth managers, investment managers, and fund managers), as well as corporates.
FTP	File Transfer Protocol is a standard network protocol used to transfer computer files from one host to another host over a TCP-based network, such as the Internet. FTP is built on a client-server architecture and uses separate control and data connections between the client and the server.
API	Application Program Interface is a software intermediary that makes it possible for application programs to interact with each other and share data.
Context Passing	A built-in shell extension that allows users to publish changes to context values (such as current quote or portfolio) through the user interface (for example, symbol broadcast box, portfolio dropdown) that affect the behavior of all subscribing Thomlets.
TSA Code	Thomson Secure Authentication-assigned to each Thomson user identification code
Document Basket	Document Basket is a feature within the overall research solution that allows users to save research reports and download or print the research reports.
Daily Commentary	Daily Commentary is a component of the overall research solution that contains Ameriprise internal morning research notes and Morningstar research notes.
Ratings Screener	Ratings Screener is a component of the overall research solution that allows users to search and screen for research and access PDF research reports.
Research Report	Research Report is commentary or an analytical research report that provides information on an individual equity or the financial markets. Research Reports are delivered as PDFs.
Third Party Research	Third Party Research is a component within the overall research solution that allows users to search and view research from the independent research providers.
Company Snapshot	Company Snapshot is a feature within the overall research solution that allows users to view various information on a company, including a delayed detailed quote, basic chart, ratings summary, latest research report and business description.

Thomson Reuters (Markets) LLC

By: Sam J. Meule

Name: _____

Title: _____

Date: _____

Legal Review: CCarlson

Markit On Demand

By: [Signature]

Name: Brad Medd

Title: Global Head, MoD

Date: 10/26/2015

michael@justbuildit.com - Jul 29, 2024, 1:14:36 PM America/New_York

Appendix A: Descriptions & Screenshots

Section A - Description of Deliverables:

Daily Commentary (screenshot A)

- Daily Commentary contains Ameriprise internal morning research notes and Morningstar research notes
- Page does not share context with the rest of Thomson One

Ratings Screener (screenshot B)

- Allows users to search and screen for research and access PDF research reports (see screenshot C)
- Screener results module shows ratings from each research provider
- Page does not share context with the rest of Thomson One

Ratings Watchlist (no screenshot included)

- Includes Download to Document Basket, Download and Print capabilities
- Page does not share context with the rest of Thomson One

Third Party Research (see screenshot D)

- Allows users to search for research for a particular security
- Page shares ticker context with the rest of Thomson One

For the sake of clarity, MOD will be using one of the below options to implement Screenshot D.

- 1: Utilize APOS BETA Access file to retrieve the position list.
2. MOD to work with AFI to utilize the AFI Bt. Server port to retrieve the positions from the 206 API call.

Company Snapshot (see screenshot E)

- Allows users to see various information on a company, including a delayed detailed quote, basic chart, ratings summary (across the three research sources), latest research report (for each of the three research sources) and business description
- Page shares ticker context with the rest of Thomson One

Admin features (see screenshot D)

- Add to (Document) Basket, View Basket, Download Selected, Print Selected
- Page does not share ticker context with the rest of Thomson One

Section B - Screenshots:

Screenshot A – Daily Commentary

11 Morning Research Notes for August 12, 2015

Ameriprise
Financial

Morning Research Notes

August 12, 2015

FOR IMPORTANT DISCLOSURES, INCLUDING RATINGS DEFINITIONS AND DISCLOSURES OF POSSIBLE CONFLICTS OF INTEREST, PLEASE SEE THE LAST THREE PAGES OF THIS DOCUMENT.

MORNING MARKET COMMENTARY: *Marc A. Zabicki, CFA*

- **Asia-Pacific equity markets** closed materially lower last night as the Peoples Bank of China managed down the yuan for the second straight session. The move exacerbated concern that Beijing's policies would ignite a currency war and involve the policies of other governments. While we are stopping short of buying into the currency war scenario for the moment, Beijing's erratic policies of late have fostered uncertainty and have lowered investors' risk appetite. The pain for emerging market currencies, especially those in Asia, has been particularly acute. The potential follow-on effects may result in a negative impact on international companies that seek to export to China. That includes peripheral Asia companies as well, evidenced by last night's slide in all regional markets. Meanwhile, lower than expected readings in China Industrial Production, Retail Sales, and Fixed Asset Investment for July likely heightened the worry Beijing may have to engage in further unorthodox measures.
- **In Europe**, stocks are feeling the weight of China's policies as some major equity indices are pushing lower by over 2% at mid-session. Again, shares of major exporting companies are materially lower. Stocks in auto, industrial and other consumer industries are being particularly hard-hit. China's currency moves are denting the previous lower-euro benefits Eurozone exporters have witnessed in recent quarters, benefits that in part have helped engineer a recovery in European economic activity. Elsewhere, Eurozone Industrial Production for June was below expectations (-0.4% on a seasonally adjusted basis vs. -0.1% expected). The number was impacted by the economic pause brought about by the Greece uncertainty. Meanwhile, it appears Greece and its creditors have reached another bailout deal that will now have to be ratified by several Eurozone finance minister and Eurozone governments. The International Monetary Fund is asking for some Greece debt restructuring and evidence Greece is taking steps to meet fiscal plan targets before releasing additional funds. We anticipate the issue could continue to percolate while

Screenshot B – Ratings Screener

You are viewing: Blair's Desktop

THOMSON ONE

Rating Screener

Rating Screener Watchlist

Criteria Selection

Research Provider: ☒ All ☐ Morningstar ☐ Morningstar ☐ Standard & Poor's

Select Rating: ☒ All ☐ High ☐ Medium ☐ Low

Search Type: ☒ AND ☐ OR

Company Criteria

Market Capitalization: ☒ All ☐ Large ☐ Medium ☐ Small

Investment Style: ☒ All ☐ Value ☐ Growth ☐ Blend

Business Sector:

Applied Resources
Automobiles & Auto Parts
Banking & Investment Services
Chemicals
Electronic Instruments
Food & Beverages
Food & Drug Retailing
Healthcare Services
Industrial & Commercial Services
Hold down CTRL key to select multiple groups

Screen Results

View: Company Criteria

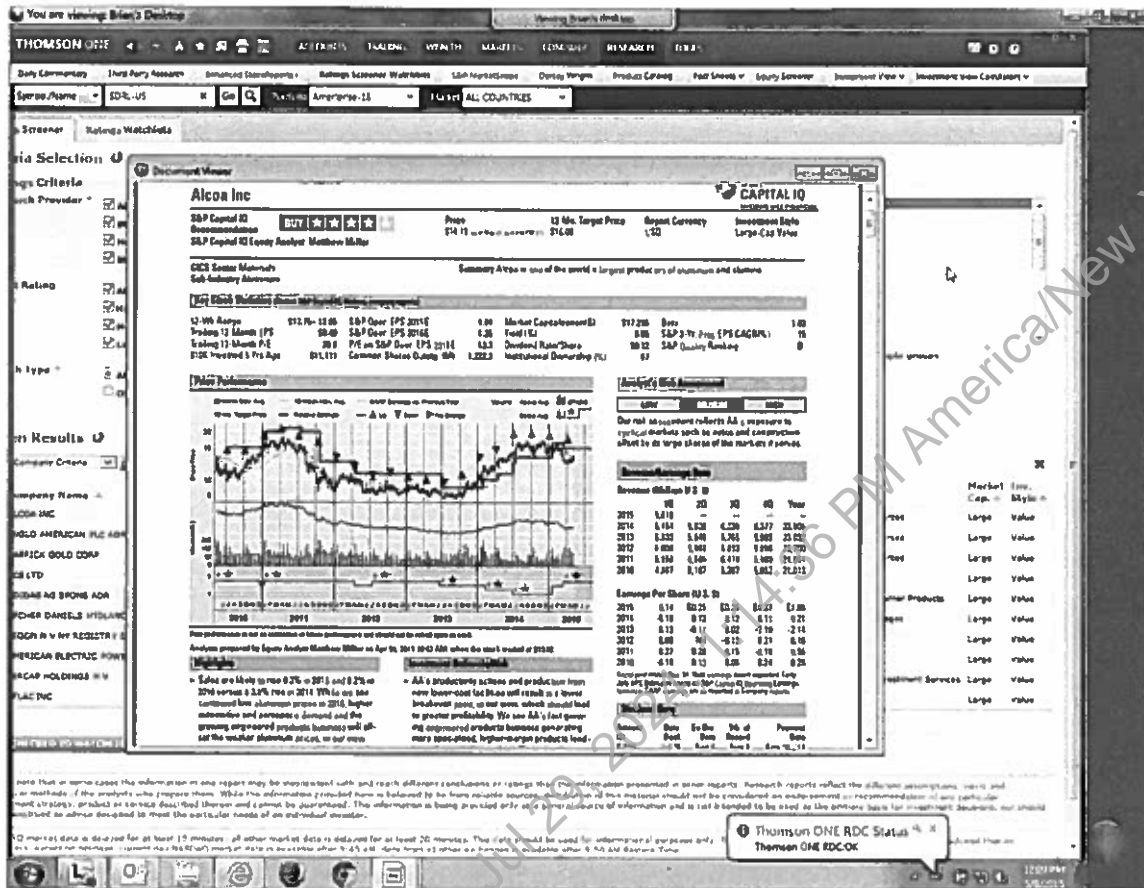
Company Name	Symbol	Last Price	Change (%)	Market Cap	Rating	Morningstar	Rating	Business Sector	Market Inv.	Style
AGILENT TECHNOLOGIES INC	A	42.45 + (1)	+0.00 (+0.42%)	22.12.02.13	★★★★	★★★★	★★★★	Applied Resources	Large	Blend
ALCOA INC	AA	13.75 + (2)	+0.00 (+0.36%)	22.12.02.13	★★★★	★★★★	★★★★	Automobiles & Auto Parts	Large	Value
AAC HOLDINGS INC	AAC	31.21 + (1)	+0.23 (+0.74%)	No Coverage	No Coverage	No Coverage	No Coverage	Banking & Investment Services	Small	Growth
AM JACAN AIRLINES GROUP INC	AAL	48.28 + (1)	+0.22 (+0.45%)	22.12.02.13	★★★★	★★★★	★★★★	Chemicals	Large	Blend
ALTSOURCE + BEST MANAGEMENT CORP	AALC	316.85 + (1)	-11.33 (-3.59%)	No Coverage	No Coverage	No Coverage	No Coverage	Electronic Instruments	Large	Blend
AMC DCS INC PER 02.50	AMC	25.10 + (1)	+0.91 (+3.63%)	No Coverage	No Coverage	No Coverage	No Coverage	Food & Beverages	Medium	Blend
AMEREN ENERGY SERVICES INC	AAS	14.48 + (1)	+0.00 (+0.70%)	No Coverage	No Coverage	No Coverage	No Coverage	Food & Drug Retailing	Small	Growth
AARON INC NEW	AAR	22.83 + (1)	+0.14 (+0.61%)	No Coverage	No Coverage	No Coverage	No Coverage	Healthcare Services	Small	Growth
ADVANCE AUTO PARTS INC	AAV	164.94 + (1)	+0.41 (+0.25%)	22.12.02.13	★★★★	★★★★	★★★★	Industrial & Commercial Services	Large	Growth
APPLE INC	APL	127.12 + (1)	-1.06 (-0.83%)	22.12.02.13	★★★★	★★★★	★★★★	Applied Resources	Large	Growth

Records Per Page: 10 Rows: 11 of 4167

ADD CHOICES TO WATCHLIST

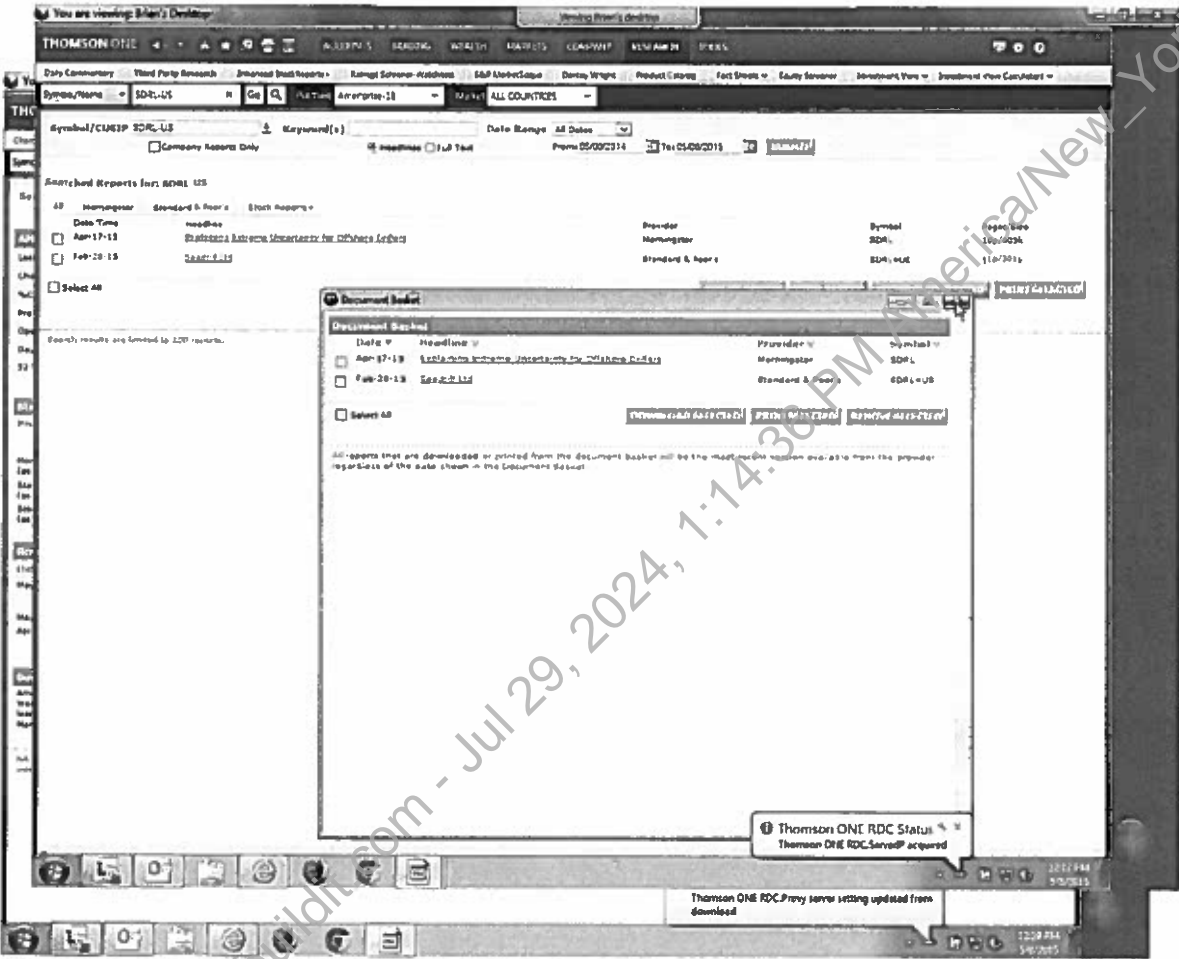
Thomson ONE ADC Status
Thomson ONE ADC Proxy server setting updated from download

Screenshot C – Research Report



Screenshot D – Third Party Research, admin features

Screenshot E – Company Snapshot



Appendix B: Service Levels

Service Level Agreement

1. Definitions

- 1.1. Credit(s): Percentage of monthly fee to be reimbursed by Vendor based on failure to meet established metrics.
- 1.2. Designated Technical Contact: Individual(s) (employed by Client) whom Vendor will contact in the event that Vendor becomes aware of any issue with the Solution.
- 1.3. End User: The ultimate user of the Solution in a production environment.
- 1.4. Incident: Any issue that prevents the Solution from functioning as intended in a production environment.
- 1.5. Incident Response: Vendor's standard process for handling Incidents, including internal and external communication, documentation and resolution.
- 1.6. Incident Manager: Vendor staff trained in Incident Response; capable of coordinating Incident investigation and responsible for communicating technical details to Client and Vendor staff.
- 1.7. Project Manager: The individual at Vendor acting as liaison between Vendor and Client.
- 1.8. Third Party: Any service, data or content provider that is neither the Client nor Vendor.
- 1.9. Uptime: The percentage of time during a calendar month that the Solution is available.
- 1.10. Critical Performance Level: Uptime of at least 99.60%
- 1.11. Response Time: The amount of time it takes to deliver the first byte of the requested data to the End User, measured from the time the applicable call is received by Vendor's systems (not including transmission time over facilities not maintained by, or on behalf of, Vendor).

2. Response and Escalation Services

- 2.1. Vendor will respond to any and all Incidents, requests for maintenance, support services escalations, or queries via its Network Operations Center ("NOC") 24 hours a day, 7 days per week, 365 days per year. The NOC can be reached at MOD-NOC@markit.com or +1.303.583.4308. Response to any escalation will be from a technical incident responder in the NOC and not an automated reply.
- 2.2. Upon notice of any Incident related to any part of the services provided by Vendor to Client, NOC personnel will initiate the Incident Response procedure and provide the Vendor tracking ticket number within 15 minutes. The NOC will respond within 15 minutes of receiving notice of the Incident, regardless of severity level.
- 2.3. For all issues classified "Sev 1 –Total Outage" as per Section 2.5 below, the NOC will contact an Incident Manager in conjunction with creating the initial tracking ticket. The Incident Manager will join the investigation within 15 minutes during Vendor's core business hours (7 AM – 5 PM MT, Monday through Friday, excluding holidays) and within 30 minutes otherwise. The Incident Manager will provide Client with proactive status updates via email or phone.
- 2.4. Vendor will respond to Incidents, requests for maintenance, support service escalations, or queries from Client or approved representatives of Client only. Should an End User contact Vendor directly, Vendor will (i) instruct the End User to contact Client directly and (ii) request the Project Manager to follow up with Client.
- 2.5. Incident Severity Determination
 - 2.5.1. Vendor will classify escalation severity level for any Incident (whether reported by Client or via Vendor internal monitoring alert) according to the following criteria:

Sev 1 – Total Outage: An issue that has major widespread effect on Client and/or End Users. Example: complete inaccessibility or unavailability of the Solution or a key page or module therein.

Sev 2 – Partial Outage: An issue that has significant impact on Client and/or End Users. Examples: unavailability of multiple symbols, sets of data, or functionality.

Sev 3 – Minor Outage: An issue has some impact on Client and/or End Users. Examples: a single news story is unavailable; a single data point has discrepancies; or sporadic behavior of the site or service.

2.5.2. If, as a result of the ongoing investigation, severity is determined to be lower or higher than initially observed, Vendor will reset severity level and response expectations.

2.5.3. Incidents caused by third party vendors will be classified and handled the same as Vendor -related issues.

2.6. Status Updates and Regular Communication

2.6.1. Vendor will provide status updates with the following frequency:

Sev 1 – Total Outage: Every 30 minutes until Vendor identifies the problem and determines a prospective plan for correction in production. Once the problem is identified, Vendor will provide Client with the estimated time of completion.

Sev 2 – Partial Outage: Every 30 minutes until Vendor identifies the problem and determines a prospective plan for correction in production. Once the problem is identified, Vendor will provide Client with the estimated time of completion.

Sev 3 – Minor Outage: Daily updates until Vendor identifies the problem and determines a prospective plan for correction in production. Once the problem is identified, Vendor will provide Client with the estimated time of completion.

2.6.2. The Vendor Incident Manager will be available to join a bridge line or other such cooperative coordination effort to resolve a Sev 1 –Total Outage Incident.

2.6.3. Vendor may proactively initiate conference calls or bridge lines where Vendor deems it necessary or helpful to resolving any Incident.

2.7. Vendor shall provide Client's Designated Technical Contact with notice of any issue affecting the performance of the Solution of which Vendor becomes aware. In the event Vendor believes such issue to be the result of an act or omission of a Third Party, Vendor shall cooperate with Client and Third Party to restore normal functionality of the Solution in a timely manner.

2.8. Client may request Vendor to classify or reclassify an Incident, which shall be subject to Vendor's review and approval.

3. **Uptime Requirement:** Vendor will ensure that the Solution will be available at least 99.9% of the time as measured over each calendar month during the Term ("Uptime Requirement").

3.1. **Monitoring Approach:** Vendor and Client will jointly align on choosing one or more pages of the Solution to monitor in order to determine Uptime. Page selections will be reviewed with the Client to ensure appropriateness. Each page will be monitored continuously from more than one location outside of Vendor's network on a round-robin basis at least once per minute. A page fails a monitoring test if two monitoring locations fail to access a page in two successive tries from each monitoring location.

3.2. **Uptime Calculation:** Uptime will be calculated at the end of each month based on data provided by Vendor's external monitoring provider. A page will be considered to be unavailable from the time of the first failure until the first subsequent success. All such intervals will be reviewed and validated by Vendor. Uptime will then be calculated as the sum of all periods during which the page was available during the calendar month, divided by the total time in the month. One percentage will be calculated per month. Scheduled Maintenance as described in Section 6.1 below shall not be included for purposes of calculating Uptime.

3.3. **Exclusions:** Any failure due to an outage of a Third Party will be excluded from the Uptime calculation.

- 3.4. Credits: If, in any calendar month during the Term, Uptime falls below the Uptime Requirement, Vendor will grant Client a credit for that month based on the table set forth below, calculated as follows: the percentage set forth in the table below multiplied by the Service Fees due for the same period.

Service Level Metric	Uptime	Credit
Uptime	99.80-99.89%	5%
	99.70-99.79%	10%
	99.69% or less	15%
	99.60% or less	See Section 6

4. **Response Time Requirement:** The parties shall negotiate in good faith and mutually agree upon Response Time thresholds and amend this Service Level Agreement within sixty days of Client's Acceptance of the Solution.

5. **Reporting**

- 5.1. Vendor will provide a monthly report to Client by the 15th of each month detailing Uptime for the Solution. The format and content of this report to be mutually agreed within 90 days of this agreement being effective
- 5.2. Vendor will provide detailed reporting for all Sev 1 and Sev 2 incidents – Total Outage Incidents, including a summary of the Incident and its impact, chronology of actions taken, time to resolution, root cause, lessons learned, and opportunities for improvement. Such report will be delivered to Client within seven (7) business days of the resolution of the Incident.

6. **Maintenance**

- 6.1. Vendor will give Client at least five (5) business days prior notice (email to suffice) of any Scheduled Maintenance. Scheduled Maintenance whereby the availability of the Solution is impacted shall occur no more often than once per month, on a designated Sunday between midnight and 4 a.m. Eastern Time, and will not exceed four (4) hours in duration for any individual instance. Scheduled Maintenance shall not be included for purposes of calculating Uptime.
- 6.2. Vendor may perform additional unscheduled maintenance as necessary to support the delivery of the Solution. Client will be notified of such maintenance as far in advance as practical. Vendor will endeavor to perform additional maintenance activities in such a way as to minimize impact to Uptime. The impact on Uptime as a result of such unscheduled maintenance shall be included for purposes of calculating Uptime.

7. **Termination of Service**

- 7.1. Client shall have the right to terminate this Order Form for the Solution upon 30 days written notice to Vendor if:
- 7.1.1. Uptime drops below the Critical Performance Level for 3 consecutive months.
- 7.2. In the event Client exercises such right of termination, no payments will be due to Vendor with respect to any periods occurring after the date of termination, and if Client has prepaid any monies for such periods, Vendor will issue a refund to Client.