

Sevengage

Service Level Agreement (SLA)

For Flowing Streams by Sevengage, Inc.
Effective Date 8-15-2015

Document Owner:	Sevengage, Inc.
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Version

Version	Date	Description	Author
1.0	8-04-2015	Service Level Agreement	Matt Herbert & Marshall Grant
1.1	8-14-2015	Updated Start and Completion	
1.2	8-18-2015	Updated Client Name	

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

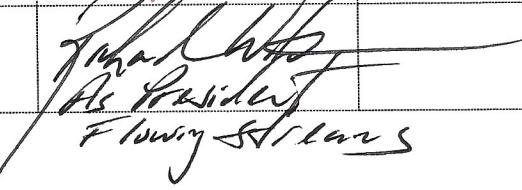
Approvers	Role	Signed	Approval Date
Sevengage, Inc.	Service Provider		8/18/2015
Flowing Streams	Customer		

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Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between *Sevengage, Inc.* and Customer (Flowing Streams) for the provisioning of services required.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all services covered, as the primary stakeholders mutually understand them. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

1. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to the Customer by Sevengage, Inc.

The **goal** of this Agreement is to obtain mutual agreement for service provision between Sevengage, Inc. and Customer.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

2. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

Service Provider: Sevengage, Inc. (“Service Provider”)

Customer(s): Flowing Streams (“Customer”)

3. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice. This agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect and will auto renew for successive one month periods unless notice is received 30 days before the expiry date.

The **Business Relationship Manager** ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Business Relationship Manager: Matt Herbert, Sevengage, Inc.
Start Date: 8.20.2015
Next Review Date: 9.15.2015
Final Completion: 10.15.2015

4. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

4.1. Service Scope

- 4.1.1. 1. Fix all the issues with the current Wordpress site (Trunews) - site caching and load balancing**
- 4.1.2. Replicate and move the site over to Media Temple from Hostgator**
- 4.1.3. 3. Create a new fully Responsive design for Prazor (but easily tweakable to re-skin Trunews down the road)**
- 4.1.4. 4. License and setup a new CMS for Prazor that is ready to be used for the other two sites down the road**
 - 4.1.4.1. a. The CMS we are leveraging is Expression Engine - it has Member Management built in and can be easily extended with custom API's to drive app's**
- 4.1.5. Build out Prazor with the new responsive theme and integrate with Kaltura**
- 4.1.6. Use existing COMO platform (used for Trunews app) to deploy Prazor app with link to Sevengage built web app for media**
- 4.1.7. Launch Prazor by October 15th**

4.2 Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Timely Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service related incident or request.
- Any requested resources and assets including but not limited to analytics, artwork, branding, copy, and photographs.

4.3 Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for all scheduled maintenance.
- On going maintenance of Customer website properties as deemed responsible.
- Website Feature build out and support

4.4 Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

5 Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

5.1 Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Email support: Monitored 9:00 A.M. to 4:00 P.M., EST Monday – Friday.

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- Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day

5.2 Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames, upon initial receipt of the initial service ticket (via email, Jira Ticket, or direct phone call):

- 0-8 hours (during business hours) for issues classified as **High** priority.
- Within 48 hours for issues classified as **Medium** priority.
- Within 3 working days for issues classified as **Low** priority.

6 Compensation

6.1 Professional Fees

The professional fees payable for performing either the Standard Services are to be in accordance with the basis as defined in Schedule A to this Agreement.

6.2 Reimbursable expenses

Reimbursable expenses mean agreed incidental services reasonably incurred by the Service Provider in performing its obligations, plus a 10% administrative fee. Expenses that may be considered as reimbursable are stated in Schedule A to this Agreement.

6.3 Invoices

The Service Provider will submit invoices to the Customer for professional fees and reimbursable expenses on a monthly basis in arrears. Each invoice will clearly state the client who was provisioned, custom work by hour and monthly fees.

6.4 Payment terms

All fees and expenses are to be paid to the Service Provider. **All invoices are payable within 30 days from the date of the invoice.** Any amounts disputed in good faith may be deducted from the invoice and the remainder must be paid by the due date. The disputed amount should be notified in writing to the Service Provider within 15 days of receipt of the invoice giving the reasons for

withholding payment. Upon receipt of the Customer's dispute notice, the Service Provider and the Customer will work together in good faith to resolve such disputes in a prompt and mutually acceptable manner. The Customer agrees to pay any disputed amounts within 5 days once the issues have been resolved.

6.5 Interest for late payment

If the invoice is not settled within 30 days from receipt of invoice, the Service Provider may add an interest and administrative charge of 1.5% of the invoice amount per month.

7 Termination

7.1 Termination after initial Agreement term

This Agreement commences on the Commencement Date for an initial period until October 1st, 2015. The Service Provider will provide to the Customer, 30 days written notice of any price changes due to take effect from the renewal date.

7.2 Termination for Convenience

Either party may terminate this agreement at any time by giving 30 days written notice to the other party.

7.3 Termination for Cause

If either party fails to perform its obligations under this Agreement, and does not, within 30 days of receiving written notice describing such failure, agree to take measures to cure such failure, then this Agreement may be terminated forthwith.

7.4 Payment on termination

In the event of termination of this Agreement for any cause, the Service Provider will continue to be paid up to the effective date of termination for any fees or expenses due for services delivered up to that date.

Schedule A

Monthly reoccurring fee for meetatroom.com and client systems maintenance and feature development:

- Monthly fee: \$4,375

We will roll out updates, enhancements and new features to the client free of charge. If a client request a provision outside of the standard agreed upon scope such as a non-Customer system related project we will quote the Level Of Effort (LOE) to the Customer at \$200/development hour.

Reimbursable Expenses

- System Licenses
- Software Licenses
- Monthly third-party system Fees
- Domain Name Fees
- Hardware Licenses and Costs
- System or Software Licensed Subscriptions