Appendix A: Risk Verify Database: Service Level Agreement

1. **AVAILABILITY**
   Availability refers to the availability of the systems under MicroBilt's operational responsibility. Communication with the MicroBilt Credit Server and with the MicroBilt Web Server will be available to Client, and the data request processing capability will be operational, a minimum of 99% of the time during any 90 day period (quarterly), twenty-four (24) hours a day, 365 days per year, except for MicroBilt scheduled down times, Data Repository scheduled downtimes and special requests mutually agreed to by both parties. MicroBilt scheduled downtime for routine maintenance is typically performed on the second Wednesday and last Sunday of each month. The complete yearly schedule can be requested by contacting customer support. MicroBilt will provide reasonable prior notification of any other MicroBilt scheduled downtimes. MicroBilt will maintain appropriate staffing round the clock to ensure availability. MicroBilt will be held responsible for maintaining connection of its Servers to the Internet, but is exempt from any downtimes associated with internet gateway problems or network issues beyond the ISP gateway routers.

2. **CHANGE MANAGEMENT**
   MicroBilt will notify Client within 72 hours (when feasibly possible) in the event that changes are administered that may indirectly affect their processing environment. MicroBilt will notify Client immediately but no less than 72 hours in advance in the event that any changes are administered which directly affect their processing environment. Should any change by MicroBilt directly affect Client's processing environment and force Client to incur substantial costs to comply with such change, such shall be deemed a material breach of contract by MicroBilt and Client may exercise its rights of termination in accordance with the Agreement. Examples of indirect changes include – new functionality and changes to existing processes that do not require Client to change their interaction with MicroBilt. Examples of direct change include – changes to the standard application product or changes that would require Client to change their interaction MicroBilt.

3. **RESPONSE TIME**
   The average response time for server response to access the data requested by Client from MicroBilt will not exceed 3 seconds. In the event that such average response time is exceeded continuously on a weekly average, MicroBilt shall effectuate a cure within a commercially reasonable time thereafter.

   In order to maintain this 3-second response time, MicroBilt monitors all necessary components of its network including ISP bandwidth, servers, application firewalls, load balancers, VPN connections and database performance. Once usage reaches 50% of capacity, plans are put in place to expand these components to ensure that capacity is maintained at or below 50%. MicroBilt commits to continue this monitoring and to ensure that its capacity for any component does not exceed 50% at any time, except on an interim basis, as components are being added or expanded.

4. **SECURITY**
   During the Term of the Agreement with and active provision of service to Client, MicroBilt will remain in compliance with the then current industry standards and MicroBilt will maintain its PCI DSS 3.0 compliance and will renew such compliance no longer than every 15 months. Also, MicroBilt will also continue to maintain its SSAE16 SOX 1 Type II compliance and will renew such compliance no later than every 15 months. Further, MicroBilt will maintain its Experian EI3PA certification for as long as necessary.

5. **PROBLEM SEVERITY DEFINITIONS**
   Severity Definitions - All reported problems will be classified by Client under one of the following severity levels based upon the impact on Client's ability to continue to do business:

#1 - Emergency	Critical work stoppage during normal working hours for which there is no work around.
#2 - Severe Impact	Severe work stoppage. There is a work around, but performance or functionality is limited or degraded.
#3 - Limited User Impact	Difficulty, which may cause a work stoppage in the future. There may or may not be a work around.
#4 - No User Impact	Used for moves, adds or changes, which is not classified as a project request.

The following further defines the severity levels:

Level	Work stoppage	Available Workaround	Degraded Performance
#1	Yes	No	Yes (no performance at all)
#2	Yes	Yes	Yes
#3	Maybe soon	Yes/No	Yes
#4	No	N/A	N/A

6. **SERVICE RESPONSE LEVELS**

MicroBilt will act in accordance with the responses and resolutions as defined in the attached table, subject to Section 7 herein.

Level	Initial Response	Follow-up Response	Time to Resolution
#1	Callback to Client within 30 minutes.	Voice Contact or E-mail with Client every 3 hours with status update until issue is resolved.	Issue resolved as soon as possible, but no more than 24 hours unless extended by mutual agreement of the parties.
#2	Call back to Client within 30 minutes.	Voice Contact or E-mail with Client every 6 hours with a status update until issue is resolved.	Issue resolved as soon as possible, but no more than 48 hours unless extended by mutual agreement of the parties.
#3	Call back to Client within 30 minutes.	Status update via voice contact or E-mail every day until issue is resolved.	Issue resolved within 5 working days unless extended by mutual agreement of the parties.
#4	Call back or E-mail back to Client within 5 working days.	Status update via voice contact or E-mail once a week until issue is resolved.	Time to resolutions will be reasonably agreed upon by both parties at the time of initial response by MicroBilt.

7. **TECHNICAL SUPPORT COVERAGE**

MicroBilt support coverage for the Services will include the following:

Telephone Technical Support coverage from 8:30am to 7:00pm EST., Monday through Thursday; 8:30am to 6:00pm EST., Friday.

- Off hour pager or answering service with notification to on-call personnel Monday through Sunday.
- 30 minutes maximum time to respond to a call or page.
- Only "Level #1 - Emergency" situations will be resolved during off hours. All other calls can be handled next business day.

8. **MONITORING**

MicroBilt will perform multiple levels and types of monitoring to maintain a continuous pulse on the production environment on behalf of Client. Such services will range from on-going automated observations to manual checkpoints performed by MicroBilt. Such monitoring will be performed on the following components:

- Telecommunications/Networks
- Servers – includes application, database and web servers
- Systems – includes core systems software
- Data – includes processing data from applications and data transfers

9. **ESCALATION PROCESS**

If issues remain unresolved in the time frame as outlined in Section 6, Service Response Levels, then Client may, at its sole option choose to enact the following escalation process:

Level	Actions to be taken
All	a) Client, at its reasonable discretion, may choose to raise the Problem Severity Level as defined in Section 5. b) Written explanation to Client representatives regarding the problem (in detail) and to provide written procedures for resolving the situation. Follow-up documentation to Client representatives regarding the problem resolution and procedures for resolving the situation along with the ways to improve the process so such a situation will not occur.

10. FAILURE TO MEET MINIMUM PERFORMANCE STANDARDS

Excused Performance Problem - MicroBilt shall not be liable for any failure to meet the Performance Standards to the extent that such failure is directly attributable to: a) a Force Majeure event as defined in the Agreement or b) a material breach by Client provided that MicroBilt has given Client reasonable notice of such breach after becoming aware of it and determining that such a breach will adversely impact MicroBilt's performance of the Services.

Remedies for Non-Performance – Should MicroBilt fail to meet the Performance Availability described in Section 1 herein and availability to MicroBilt's Credit Engine be from a) 95% to 98.9%, MicroBilt will provide credits to Client on its next invoice, equal to 10% of the previous month's total amount of transactions and b) 94% and below, MicroBilt will provide credits to Client on its next invoice, equal to 15% of the previous months total amount of transactions.

In addition to the credit described above, Client will also have the following remedies:

If the actual availability level of MicroBilt's Services is less than the 99% Performance Availability set forth in Section 1 herein due to a Level 1 outage for a total of two (2) consecutive months, Client may terminate this Agreement upon written notice to MicroBilt.

For due consideration, the receipt and sufficiency of which is acknowledged between the Parties and intending to be legally bound, to provide further rights and responsibilities between them, MicroBilt and Client enter into this Service Level Agreement in conjunction with and/or with regard to the services provided by MicroBilt to Client pursuant to that certain Agreement with Exhibit(s) thereto entered into between the Parties.

Neither MicroBilt nor the Repositories make any representation, warranty or guaranty, express or implied, other than those which are expressed herein and in the Agreement. Except as specifically set forth herein or in the Agreement to the contrary, in no event shall MicroBilt or any Repository be liable for any claims for any damage or loss, economic or otherwise, incurred by Client, any of its customers or any third party relating to or arising out of a discontinuation, failure or delay in providing any one or more specific products or services, which shall in no event be considered a valid Claim, cause for breach or termination of the Agreement by Client.

This Service Level Agreement shall be attached to and incorporated into the Agreement as an Exhibit, as if fully set forth therein and be valid and continue in full force and effect provided Client is not in default or breach of any term or condition of the Agreement. MicroBilt and Client agree that capitalized, quoted, bolded, italicized or underlined terms used herein, if any, but not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.