



EXHIBIT B: SERVICE LEVEL AGREEMENT

This Service Level Agreement ("Agreement") sets forth the details regarding the level of service and technical support between up2speed computer solutions llc ("up2speed") and the customer ("You", "Your") that apply when your account is in good financial standing.

1. Network

- a. up2speed computer solutions llc guarantees the network will be available 99.99% of the time in any given month, excluding scheduled maintenance. Network uptime includes functioning of all network infrastructure including firewalls, routers, switches and cabling.
- b. For purposes of this Agreement, a Unit of Downtime is one period at least thirty (30) minutes during which access to the network becomes unavailable because of problems with the network infrastructure. Downtime exists when a customer is unable to transmit and receive data over the network. Downtime does not include (i) problems caused by factors outside of our reasonable control, (ii) problems resulting from any actions or inactions by you or any third party, (iii) problems resulting from your equipment and/or third party equipment not within our sole control, or (iv) network unavailability during scheduled maintenance of our network and/or web servers.
- c. Downtime will be measured from the time a ticket is opened notifying up2speed computer solutions of the downtime. If the trouble ticket system is unavailable due to the network outage, you must email support@up2speedsolutions.com, including the date, time & description of the outage. You may also notify up2speed computer solutions by phone at 303.217.5200. If there is no answer, you must leave a message with the date, time & description of the outage.
- d. In any calendar month, we guarantee that Downtime will not exceed one (1) Unit of Downtime excluding, however, regularly scheduled maintenance. Any regularly scheduled maintenance will be performed during the hours of 1:00 am to 4:00 am (MST). We work to ensure the functioning of all web servers through continuous monitoring by our staff.
- e. If Downtime exceeds one (1) Unit of Downtime in any calendar month, we will, upon your written request, credit your account (a "Downtime Credit") in an amount equal to the pro-rata price for one (1) day of service, for each instance of Downtime as that term is defined herein.
- f. To receive Downtime Credit, you must request such credit by sending an email to billing@up2speedsolutions.com within seven (7) days after the occurrence of Downtime. This email must include the date, time and duration of the downtime you experienced. The aggregate maximum number of Downtime Credits to be issued for any and all instances of Downtime occurring in a single calendar month will not exceed seven (7). Downtime Credits will be applied upon issue of the first invoice following the request for Downtime Credit, unless the Downtime occurs in your final month of service. In such case, a refund for the dollar value of the Downtime Credit will be mailed to you within thirty (30) days of the expiration of your service agreement.

2. Hardware Guarantee

- a. up2speed computer solutions llc guarantees the functioning of all leased hardware and will replace any failed component at no cost to the customer. Hardware replacement will begin immediately upon identification of the failure, and is guaranteed to be complete within 4 hours of identification.
- b. In the event that repair takes more than 4 hours, up2speed computer solutions will refund you 5% of your monthly fee per additional hour of downtime, up to 90% of your monthly fee. Hardware is



defined as the processor(s), RAM, hard disks, motherboard, network card, and other related hardware under the lease. Anything upstream of the server's network port falls under 'Section 1: Network'.

3. Installation Guarantee

- a. Unless otherwise agreed during initial purchase, up2speed computer solutions llc will provide all requested service within 7 business days of order approval. up2speed computer solutions will have activated service upon generation of an email that includes the information needed to send and receive data using said service.
- b. If up2speed computer solutions does not provide services within 7 business days, the setup fee charged for services will be refunded.
- c. Up2speed computer solutions is not responsible for failure to provision services within 7 days if such failure is caused by (i) factors outside of up2speed computer solutions' reasonable control, (ii) any action or inaction by you or any third party, or (iii) your equipment, applications or facilities.

4. Technical Support

- a. A member of our technical support help desk staff will be available to assist you with problems and questions regarding the hosting services. We will supply telephone and/or email support to you regarding the hosting services between the hours of 8:00 am and 5:30 pm MST.
- b. You may contact our technical support help desk via email at support@up2speedsolutions.com, or by telephone at 303-271-5200. We may, from time to time, develop additional methods for you to contact the help desk, and will make information regarding such methods available at our website.

5. Updates and limitations

- a. up2speed computer solutions reserves the right to update this agreement at any time. To see your obligations regarding these updates, please review the "Modification or Amendment of Agreement" section of the Master Services Agreement, available at <http://www.up2speedsolutions.com/legal/msa>.

6. Contacting up2speed computer solutions

- a. Please see "Contacting up2speed computer solutions" in the Master Services agreement, available at <http://www.up2speedsolutions.com/legal/msa>.