

Service Schedule

HillSouth IT Boost

1 Applicability: This Service Schedule is applicable only to Service Orders for HillSouth Complete Information Technology Management Services ("HillSouth Complete") and is included in the Agreement by reference.

2 Definitions: The following terms have the following meanings as set forth below:

2.1 "After Hours" means any time other than Business Hours.

2.2 "Billable Time" means time spent by HillSouth while engaged in providing services to Client. Billable Time is subject to various hourly rates, minimum quantities and billing increments.

2.3 "Business Days" means weekdays (Monday through Friday) which are not holidays. HillSouth observes all US Federal holidays. When a holiday falls on a weekend, it is typically observed the following Monday.

2.4 "Business Hours" means 8:00 a.m. to 6:00 p.m. in the time zone where the Client's location is located on Business Days.

2.5 "IT" means Information Technology.

2.6 "Managed Environment" means the collection of devices that HillSouth manages for Client pursuant to the Agreement.

2.7 "Product" means any tangible or intangible product provided to client, including by way of example computer hardware and software, peripherals, cables, connectors, etc.

3 HillSouth Complete: HillSouth Complete is designed to provide predictable IT costs to the Client through phases three through five of the Service Cycle as defined herein.

3.1 HillSouth Complete services are billed per device on a monthly basis. All devices that comprise an IT solution (i.e. the Client's network) are included in the device counts for billing purposes.

3.2 The Service Order specifies the initial quantities for devices to be Managed by HillSouth. The quantities specified on the Service Order may change from time to time subject to the following constraints:

3.2.1 Client may at Client's request add a new device to its network at any time. In the event that a device is added to Client's network, the quantity of devices for billing purposes shall be increased by one to include the new device the month after it is added to the network. HillSouth may at its option charge a setup fee for any new device added after the initial service agreement is signed.

3.2.2 In the regular course of providing services, or as part of routine audits, HillSouth may discover devices which were not previously included in Client's device count for billing purposes. In the event that any new device is discovered on Client's network at any time, the quantity of devices shall automatically be increased to include the new device as if it had been added to the network at Client's request.

4 Device Types: For the purposes of the Agreement, the following definitions apply to devices for billing purposes:

4.1 "Managed Firewall" means a device that is not a Managed Server that has the primary function of protecting a network against threats, acting as a gateway between the public Internet and a private network, or providing remote access services. Managed Firewalls also include any network devices that operate on layers 4-7 of the OSI model. Managed Firewalls include firewalls, IPS/IDS devices, routers that perform firewall functions, VPN concentrators or terminators, SPAM filters, web and content filters, load balancers and other devices that function in a substantially similar manner to the foregoing.

4.2 "Managed Network Device" means a network device of any type which provides layer 2 or layer 3 networking services to interconnect network devices. Managed Network Devices include routers,

switches, bridges, wireless access points and any other device that functions in a substantially similar manner to the foregoing.

4.3 “Managed Phone” means a device that provides the primary function of connecting an end user to the public telephone network. Managed Phones include IP Phones, Smart Phones and any other device that functions in a substantially similar manner to the foregoing.

4.4 “Managed Printer” means a network device that provides the primary function of converting digital data into a physical representation of that data or vice versa and is accessible by multiple users. Managed Printers include printers, scanners, fax machines and any other device that functions in a substantially similar manner to the foregoing.

4.5 “Managed Server” means a computer system of any type which provides network services or facilitates multiple users’ access to network services such as file, print, directory, database, DHCP, DNS, etc. A Server is also any computer that runs a Server operating system – whether it is used as a server or a workstation. Servers include Servers, Storage Area Networks (SANs), Network Attached Storage (NASs), Tape Libraries and any other device that functions in a substantially similar manner to the foregoing.

4.6 “Managed Workstation” means a computer system of any type which is used by one user simultaneously. A server is also any computer that runs a workstation operating system that is not classified as a Managed Server. Workstations include Desktop Computers, Laptop computers, Tablet Computers, Thin Client Terminals and any other device that functions in a substantially similar manner to the foregoing.

4.7 “Peripheral” means a device which is physically connected to a Managed Workstation and is accessible only to the user of the workstation that it is connected to. Peripherals include keyboards, mice, USB and serial attached scanners that are not shared on a network, USB and serial attached printers that are not shared on a network, speakers, microphones, cameras, external hard drives that are not shared on a network and any other device that functions in a substantially similar manner to the foregoing.

5 Service Cycle: HillSouth follows a standardized IT asset management lifecycle (“Service Cycle”) to classify services provided to Client. The various services that HillSouth provides may be classified into the Service Cycle stages as follows:

5.1 The first phase of the Service Cycle is the “Assess and Design Phase”. The Assess and Design Phase includes activities related to planning and organizing. Regular consulting tasks include periodic Assessments of existing technology solutions; design and engineering for new solutions to be deployed; design and engineering for changes to existing solutions; budgeting for future IT solutions; risk assessment; government and regulatory compliance assessments and audits; and other similar activities of a prospective nature.

5.2 The second phase of the Service Cycle is the “Implement Phase”. The Implement Phase includes activities related to acquisition and implementation of technology solutions. Regular Implement Phase tasks include procurement of new equipment; systems integration prior to installation; installation of new assets; implementation of major changes to existing systems; and validation and testing of implementations.

5.3 The third phase of the Service Cycle is the “Management Phase”. The Management Phase includes activities related to management of deployed solutions. Regular Management Phase tasks include minor configuration changes; minor adds, moves and changes; routine maintenance procedures; minor repairs, and other related tasks.

5.4 The fourth phase of the Service Cycle is the “Monitoring Phase”. The Monitoring Phase includes activities related to monitoring of deployed solutions. Regular Monitoring Phase tasks include ongoing health, availability and performance checks of deployed solutions; monitoring of Management Phase

tasks and activities as they occur; generation of alerts when problems are discovered and reporting on the health and availability of the monitored solutions. The Monitoring Phase occurs simultaneously with the Management Phase.

5.5 The fifth phase of the Service Cycle is the "Support Phase". The Support Phase includes activities related to supporting users of deployed solutions. Regular Support Phase activities include helping end users with questions or problems encountered while using the deployed solution; Interacting with hardware and software vendors on behalf of end users to facilitate problem solving, tracking issues and escalating them as appropriate, and other tasks related to supporting end users' of deployed solutions. The Support Phase occurs simultaneously with the Management and Monitoring Phase. The Support Phase excludes training end users on use of systems.

5.6 The sixth and final phase of the Service Cycle is the "Disposal Phase". The Disposal Phase includes activities related to disposing of unwanted or unneeded IT assets. Regular Disposal Phase tasks include decommissioning of obsolete equipment; removal of data from decommissioned systems prior to disposition; sale or transfer of usable equipment to a third party; recycling and disposal of obsolete equipment.

6 Included Services: The following services are expressly included in the Agreement and shall be provided by HillSouth to Client.

6.1 The following Assess and Design Phase services shall be provided by HillSouth to Client. No other Consulting Phase services shall be provided.

6.1.1 Annual Business Needs Analysis. During each 12 month period during the Term of the Agreement, HillSouth shall perform a basic Business Needs Analysis ("BNA") for Client. The BNA shall at a minimum include an analysis of the Client's technology needs for the following 12 months.

6.1.2 Annual Technical Assessment. During each 12 month period during the Term of the Agreement, HillSouth shall provide to Client a basic Technical Assessment ("TA"). The TA shall at a minimum provide an inventory of the Client's current physical IT assets, incorporate the findings from the BNA and provide recommendations for any new systems or changes to existing systems for the following 12 months.

6.2 The following Implement Phase services shall be provided by HillSouth to Client. No other Implement Phase services shall be provided.

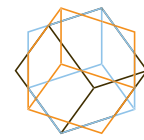
6.2.1 Procurement: As requested by client provide Procurement services to source and purchase hardware and software, including obtaining competitive bids, for any IT products or services required by client.

6.3 The following Management Phase services shall be provided by HillSouth to Client. No other Management Phase services shall be provided.

6.3.1 Routine Maintenance: On a periodic basis, approximately quarterly, HillSouth shall perform routine maintenance procedures on systems under management. Such maintenance procedures may include by way of example but not limitation: hardware diagnostics, operating system patching and updates, health checks, disk cleanup and defragmentation, malware scans, registry cleanup, software removal, reboot, etc.

6.4 The following Monitoring Phase services shall be provided by HillSouth to Client. No other Monitoring Phase services shall be provided.

6.4.1 System Monitoring: HillSouth shall perform ongoing monitoring of the health and availability of key systems within the solution. When critical systems go down or other health monitoring thresholds are not met, HillSouth will generate alarms based on the conditions as reported by the monitoring system. At a minimum HillSouth shall monitor disk, virus activity, patch levels, and uptime on all Managed Servers. At a minimum HillSouth shall monitor disk, virus activity, and patch levels on Managed Workstations. Additional managed devices and monitoring may be configured as required on a per device basis.



- 6.4.2 Reporting:** HillSouth shall periodically provide to Client upon request reports showing the health trends and alert history derived from monitoring.
- 6.5** The following Support Phase services shall be provided by HillSouth to Client. No other Support Phase services shall be provided.
- 6.5.1** All Support Phase Services provided at hourly rates as indicated on the Service Order.
- 6.6** The following Disposal Phase services shall be provided by HillSouth to Client. No other Disposal Phase services shall be provided.
- 6.6.1** All Disposal Phase Services provided at hourly rates as indicated on the Service Order.
- 6.7** The following hardware, software and associated services shall be provided by HillSouth to Client and the cost thereof shall be borne by HillSouth. All other hardware and software shall be provided by Client.
- 6.7.1** Antivirus. HillSouth shall provide one AntiVirus software license for an industry standard AntiVirus software package of HillSouth's choosing for each Managed Workstation and for each Managed Server that runs a Microsoft operating system during the Term of the Agreement. HillSouth shall install and Monitor the AntiVirus software. HillSouth may at its option replace the AntiVirus software from time to time. Client shall leave the AntiVirus software installed at all times on the Managed Workstations and Managed Servers and shall not remove it, disable it or interfere with its operation.
- 6.7.2** Extra Eyes Monitor. HillSouth shall provide one Extra Eyes Monitor agent software license for each managed device. HillSouth shall install and Monitor the monitoring agent software. HillSouth may at its option replace the monitoring software from time to time. Client shall leave the monitoring software installed at all times on the Managed Workstations and Managed Servers and shall not remove it, disable it or interfere with its operation.
- 6.8** The following additional Services may be provided by HillSouth to Client at Client's option.
- 6.8.1** Cloud Backup. Each Managed Workstation shall include one Cloud Workstation backup account with 5 GigaBytes of online data storage. Each Managed Server shall include one Cloud Server backup account with 25 GigaBytes of online data storage. If additional online backup storage is required any overage will be billed according to the then current URC rates for the applicable Cloud backup service.
- 6.9** All services not specifically listed herein are expressly out of scope and are not included in the Agreement.
- 6.10** Client agrees that it will not require HillSouth to service any hardware, install any software or provide any service related to Products for which Client does not have a valid, legal license. This includes, but is not limited to pirated or copied software, black market hardware, stolen Products, etc. Client further agrees that it will not require HillSouth to perform any act or provide any service to Client or on Client's behalf which HillSouth feels in its sole judgment is unethical, immoral or improper.
- 7 Out Of Scope Services:** HillSouth is capable of providing a variety of services which are not included in this Agreement. Client may request services which are not included in this Agreement from HillSouth.
- 7.1** HillSouth may, at its option, elect to provide additional out of scope services which are not expressly listed herein or which are expressly excluded herein and not charge Client for such services. In the event that HillSouth opts to provide out of scope services at no charge to Client, such services shall be provided without any representations or warranties. Furthermore, if HillSouth at its option decides to provide any out of scope services for any period of time at no cost to Client, such services shall not become part of the agreement and shall remain out of scope.

7.2 HillSouth may, at its option, elect to provide additional out of scope services which are not expressly listed herein or which are expressly excluded herein. For any out of scope service which may result in an additional charges, Client shall be notified in advance that a service is billable. In the event that client requests out of scope services which are billable, and HillSouth opts to charge Client for such services, HillSouth shall use its then current rates to bill Client for such services. Client may request a rate card at any time from HillSouth, however, all rates are subject to change on an annual basis on or about the first day of the new year. All out of scope services which HillSouth provides to client which are billable to client shall include the same customary representations and warranties afforded other Clients receiving similar services at similar rates.

8 Managed Environment: The Managed Environment shall be administered and maintained by HillSouth. Client shall not permit any of its employees or any third party to add to, modify or remove any devices or software from the Managed Environment without the express written consent of HillSouth. If changes are made to the Managed Environment without the prior written consent of HillSouth, HillSouth shall have no obligation to correct any problems which arises as a result of the modification.

8.1 Client shall be responsible for providing Internet access at all times to the Managed Environment. HillSouth shall not be required to provide services to Client at such times as HillSouth is unable to provide such services due to any failure of any third-party Internet Service Provider which prevents HillSouth from being able to perform its responsibilities pursuant to this agreement.

8.2 HillSouth may from time to time be required to perform services at Client's location including in telephone closets, server rooms, and other locations where Client's equipment is located. Client is responsible for providing physical access to Client's locations at such times as service must be performed on-site. HillSouth shall not be required to provide services to Client if at any time Client fails to provide the required physical access to Client's locations to HillSouth at such times as HillSouth requires access to such locations.

8.3 Client understands and accepts that in order for HillSouth to ensure the security and stability of the Managed Environment, that system administrative rights for the Managed Environment shall be tightly controlled and will not at any time be given to the Client or to any third-party vendors. As required, HillSouth will directly assist Client or any third-party vendors with any administrative related tasks.

8.4 Client agrees to follow HillSouth recommendations related to the Managed Environment at all times during the Agreement. Client may, at its option and expense, obtain a second opinion from a third-party service provider on any recommendation provided by HillSouth. However, HillSouth shall not be obligated to follow any third-party recommendation or to complete any change or perform any service recommended by a third party that is in conflict with HillSouth' recommendations.

8.5 Client understands that all significant changes to the Managed Environment shall be documented in accordance with HillSouth' change control processes which shall in most cases require the Client's written and signed approval before changes are made. If a request is determined to pose a significant threat to the Managed Environment, to the security of Client's data, or to jeopardize HillSouth' ability to deliver the services outlined in the Agreement, the change shall not be completed.

8.6 Any intentional action of Client which is taken with the intent to prevent HillSouth from being able to perform its duties pursuant to this agreement shall constitute a breach of the Agreement by Client.



9 Expenses and Products: In the ordinary course of providing Service to Client, HillSouth may be required or requested to provide Products or to incur Billable Expenses.

9.1 HillSouth maintains an inventory of many common Products in order to promptly provide most Products to Client upon request. HillSouth tries to obtain the best price possible from vendors, to buy in volume when possible and to establish vendor relationships which keep costs low. However, HillSouth does not and cannot guarantee to have the lowest available price for any of the Products that it provides to Client. Client is not required to purchase Products from HillSouth and may at any time use any third party vendor that it chooses in order to source Products.

9.2 In the ordinary course of providing Service to Client, HillSouth may be required or requested to incur expenses on behalf of Client which are not provided for in the Agreement. Such expenses may include by way of example but not limitation such items as parts, supplies, materials, parking, tolls, equipment rental, tools, travel, lodging, meals, etc. (collectively "Billable Expenses"). HillSouth reserves the right to add a reasonable markup to Billable Expenses.

9.3 When travel is necessary to any work location (the "Client Location") that is more than 100 miles away from the nearest HillSouth Service Center, all costs associated with travel to Client Location are Billable Expenses. Common travel costs include transportation, lodging and meals. HillSouth uses commercially reasonable efforts to ensure that travel arrangements are made in an affordable manner. However, HillSouth cannot guarantee pricing or availability of travel. At Client's option, Client may provide travel arrangements for HillSouth' engineers traveling to Client Location. However, all travel arrangements made by Client must first be approved by HillSouth, including approval of the manner schedule of transportation, quality and location of accommodations, etc.

9.4 Although HillSouth may provide estimates for Expenses or Products to Client, these estimates are subject to unforeseen circumstances and are by their nature inexact. HillSouth shall not be bound by any estimate which is not part of the Agreement or is not set forth on a formal Quote.

9.5 Billable Expenses and Products are billed to Client from time to time and may appear on a separate invoice from regular monthly billing or may appear on the same Invoice. HillSouth shall endeavor to clearly identify all Billable Expenses or Products on the invoice and to provide details regarding the Billable Expense or Products to Client including when the Billable Expense was incurred or Product was requested, for billable expenses which HillSouth employee incurred the expense and the purpose of the Billable Expense or Product.

10 Service Requests: Some of the services provided by HillSouth are provided upon Client request. Some of the services provided by HillSouth are initiated by HillSouth on behalf of Client without Client's request. In each case where Client initiates a request for service, HillSouth shall track the request for service using an internal ticket (the "Service Request").

10.1 Client may initiate a Service Request by contacting HillSouth's Service Team or other HillSouth representative as may be designated by HillSouth to Client from time to time. The Service Team may be contacted by online chat, by telephone, by email or through the HillSouth Client portal. Contact information for HillSouth Service Desk is located on HillSouth's website.

10.2 Once HillSouth receives a Service Request, HillSouth shall acknowledge receipt of the Service Request and shall open a Ticket to track the Service Request. Client shall receive Service Request acknowledgment in like manner as the Service Request was submitted to HillSouth.

10.3 Service Requests are prioritized based on several factors including the Impact and Severity of the Service Request.

10.4 In the context of Service Requests, the term "Impact" refers to the impact of the issue on the productivity of the users who are affected by the issue that was the basis for the Service Request.

HillSouth defines three levels of impact as follows:

10.4.1 "Low Impact" means the issue or need that gave rise to the Service Request has a low impact on the user or users who are affected by it. Such a Low Impact issue may rise to the level of irritation, but does not materially affect the productivity of the affected users or create a work stoppage. An example of Low Impact Service Request is a request to block a certain sender from sending unwanted SPAM email.

10.4.2 "Medium Impact" means the issue or need that gave rise to the Service Request has a material and significant impact on the user or users who are affected by it, however, the issue does not rise to the level of work stoppage. Such a Medium Impact issue may rise to the level of materially impacting productivity without creating a work stoppage. An example of a Medium Impact Service Request is the failure of an email filter, which results in large amounts of SPAM being allowed through until the filter is restored to operation.

10.4.3 "High Impact" means the issue or need that gave rise to the Service Request has resulted in a complete work stoppage for the user or users who are affected by it. An example of a High Impact Service Request is the failure of an email server, which results in no access to email. The Impact of a Service Request may be reduced in the event that a workaround or partial solution is put in place. For example, A High Impact Service Request may be reduced to Medium or Low Impact Service Request if a solution is found to reduce the Impact of the issue.

10.5 In the context of Service Requests, the term "Severity" refers to the number of users who are affected by the issue that was the basis for the Service Request. HillSouth defines three levels of severity as follows:

10.5.1 "Low Severity" means the issue or need that gave rise to the Service Request is affecting one user or a small group of users. An example of a Low Severity Issue is the inability of a single user or small group of users to access a shared file on a file server.

10.5.2 "Medium Severity" means the issue or need that gave rise to the Service Request is affecting large groups of users or entire departments. An example of a Medium Severity Service Request is the inability of an entire department, or multiple departments, to access a shared file on a file server.

10.5.3 "High Severity" means the issue or need that gave rise to the Service Request is affecting the entire organization. An example of a High Severity Service Request is the failure of a central file server in use by all members of an organization at the same time, which results in all users of the organization being unable to access the files on that server. The Severity of a Service Request may be reduced in the event that a workaround or partial solution is put in place. For example, A High Severity Service Request may be reduced to Medium or Low Severity Service Request if a solution is found to reduce the scope of the impact of the issue.

10.6 In the context of Service Requests, the term "Priority" refers to the priority assigned to a Service Request based on its Severity and Impact. HillSouth defines four levels of priority as follows:

10.6.1 "Priority 1", "P1", or "Emergency Priority" refers to the highest priority Service Requests including those with both High Severity and High Impact.

10.6.2 "Priority 2", "P2", or "High Priority" refers to high priority Service Requests including those Service with at least a Medium Severity and a Medium Impact.

10.6.3 "Priority 3", "P3", or "Normal Priority" refers to normal priority Service Requests, including service requests with a Low Severity or "Low Impact".

10.6.4 "Priority 4", "P4" or "Low Priority" refers to scheduled tasks, change requests, and Service Requests that do have little if any immediate impact on end users and are therefore lowest in priority for completion. Higher priority Service Requests always take priority over Lower Priority Service Requests.

10.7 After the Service Request has been received and Acknowledged by HillSouth and Prioritized, one or more resources will be assigned to complete the Service Request.

10.8 Depending on the nature and priority of the Service Request, service may begin immediately or may be scheduled for a later time. If parts or Products are required, work on the Service Request may be suspended for a period of time until the parts or Products are available to complete the Service Request. HillSouth shall endeavor to communicate to the requester any anticipated or unforeseen delays, potential impact of Service Request on Client and any other issues pertinent to the Service Request which become known to HillSouth prior to or during the completion of Service Request. HillSouth may not always be able to communicate all details to Client, and Client agrees that HillSouth shall use its best judgment in all cases where communication is not possible in endeavoring to provide the most favorable outcome possible to Client related to the Service Request.

10.9 After the Service Request has been Completed or Canceled, HillSouth will close the Service Request. At that time HillSouth generally sends an email to Client informing Client that the Service Request has been completed. Client may at any time inquire with the Service Desk as to the status of the Service Request.

11 Service Level Agreement: HillSouth will endeavor to provide the very best service possible to Client. The guarantees and remedies set forth in this section are designed to provide Client with reasonable expectations against which it may measure HillSouth performance. The guarantees set forth in this section ("Service Guarantees") shall apply to each Service Request individually.

11.1 HillSouth provides a Service Level Agreement ("SLA") with this Agreement. The SLA applicable to this Agreement is listed on the Service Order. If no SLA is listed on the Service Order, then the "Standard Response" SLA shall apply.

11.2 Each SLA has specific hours and days (the "SLA Hours") during which service may be requested and during which the service level guarantees set forth herein are applicable.

11.3 For all SLAs the Agreement includes all of the Included Services listed herein during Business Hours on Business Days (generally 8 hours a day, 5 days a week). The time zone used for applicability is the time zone of the home office of the requester. For example, if a client located in New York, New York calls the support desk at 4:00 p.m. EST with a request for help with email then that user's support request is included in-scope and is subject to the service level guarantees set forth herein. If that same user calls at 1:00 a.m. EST then the request is out of scope and subject to additional charges.

11.3.1 For the "Rapid Response" SLA the Agreement includes all of the Included Services listed herein in response to a Priority 1 issue 24 hours a day, 7 days a week. For example, if an end user calls the support desk at 1:00 a.m. EST with a request for help that qualifies as Priority 1 then that user's support request is included in-scope and is subject to the service level guarantees set forth herein.

11.3.2 For "Rapid Response" and "Business Response" SLAs the guarantee is that all Priority 1 Service Requests will be resolved within 4 hours. This guarantee is applicable during the applicable SLA Hours. For example, if a Priority 1 Service Request is created due to a down server, HillSouth guarantees to restore the server to operation or have a workaround in place which lowers the impact or severity within 4 hours. If the Client has a "Rapid Response" SLA, the guarantee means 4 hours from the time of the system down notification. If the Client has an "Business Response" SLA the guarantee means 4 Business Hours from the time of the system down notification.

11.3.3 For "Standard Response" SLA the guarantee is that all Priority 1 Service Requests will be resolved within 8 business hours or one business day during the applicable SLA Hours.



- 11.4** In the event that a Service Request's priority changes during the course of resolving the issue, such as in a case where the Severity or Impact is lessened through a workaround, the applicable SLA guarantee will also be changed to reflect the new priority and additional time will be allowed to complete resolution of the issue.
- 11.5** Any Service Request which is not Resolved within the guaranteed resolution time window for any reason other than the exceptions set forth herein shall be classified as a "Service Failure" and applicable remedies shall be available to Client.
- 11.6** The response and resolution plan guarantees are primarily used as an internal measurement tool to ensure that issues are on track for resolution and failures to meet these milestones do not cause a Service Request to be classified as a Service Failure.
- 11.7** Any Service Request that is not resolved within the resolution time guarantee as a result of Force Majeure shall not be classified as a Service Failure.
- 11.8** Any Service Request that requires parts or service from a third party shall not be classified as a Service Failure if the time spent waiting for third party parts or service causes the resolution time guarantee to be exceeded.
- 11.9** Any Service Request which relates to equipment or software that is not covered by an active manufacturer's warranty or similar service agreement shall not be constituted a Service Failure if the resolution time guarantee is not met.
- 11.10** Any Service Request which is generated for equipment or software which was not installed by HillSouth and is not maintained by HillSouth shall not be eligible for any resolution time guarantee.
- 11.11** Any Service Request which is scheduled at Client's request or with Client's permission for a time which will cause the resolution time guarantee to be violated, shall not be constituted as a Service Failure.
- 11.12** Any Service Request for which resolution is delayed or prevented do to any act or omission of Client shall not be constituted a Service Failure in the event that the resolution time guarantee is not met.
- 12 Credits for Service Failures:** In the event that a Service Failure Occurs, and it is determined that Client is eligible for a credit, Client shall be entitled to a credit to compensate for the Service Failure.
- 12.1** For any Service which is billed on a monthly basis as part of the Included Services Client shall receive a prorated credit for the applicable line item on Client's monthly invoice. For example, if Client were billed \$100 per month for Workstation Management, and one of the four Service Requests during the month was determined to be a Service Failure, Client would be entitled to a \$25 credit for the Service Failure.
- 12.2** In order to receive a credit, Client must request the credit from HillSouth. Client requests for credit shall be handled according to the rules of Invoice Disputes as set forth in the Agreement. In order to receive a credit, Client must not have any past due invoices on Client's account at the time that the request is made for credit. In the event of any past due amount on Client's account, Client waives its rights to a credit for the Service Failure. All credit requests must be made within 30 business days of receipt of Invoice. In the event that Client does not request a credit within 30 business days of receipt of Invoice, Client shall waive its rights to a credit for the Service Failure.
- 12.3** Total credits under this Service Level Guarantee in connection with any number of Service Failures in any calendar month are limited to the total Invoiced to Client for the affected Service for the month in which the Service Failure occurs.
- 12.4** Chronic Service Failure: If more than twenty percent (20%) of the Service Requests within any calendar month are determined to be Service Failures, the Service Failures collectively shall be known as a "Chronic Service Failure". In the event that a Chronic Service Failure occurs, the Chronic Service Failure shall be considered a breach of the Agreement by HillSouth and Client may at its option elect to terminate the Agreement with no Termination Liability pursuant to the rules for Termination for Cause as set forth in the MSA.