

AccountChek

Service Level Agreement

This Service Level Agreement (SLA) forms part of the Master Services Agreement ("Agreement") entered into between Client and Informative Research ("AccountChek"). Capitalized terms used herein shall have the definitions ascribed to them in the Agreement, unless otherwise provided within this document.

Application Scope

This SLA covers the availability, performance and support of the AccountChek Services to be maintained and/or provided by AccountChek to Client.

Responsibilities

Advance notice of change

Client will provide Informative Research with at least thirty (30) days advance written notice to a designated AccountChek point of contact for any non-emergency operating system, application, network, or hardware changes to be made by Client that may impact the provision of the AccountChek system. Notices from Client to Informative Research should be sent to helpdesk@accountchek.com.

End user support and escalation to AccountChek

Client will provide customer support directly to its' End Users. Customer support issues that cannot be reasonably solved by Client, may be escalated to AccountChek Customer Support at the discretion of Client.

Joint resolution of problems

Both Parties will work together towards the resolution of any identified problems.

Scheduled releases/maintenance

AccountChek shall not perform scheduled system maintenance between Monday 6:00 AM Eastern Time and the following Monday 3AM Eastern Time without prior notification to Client.

Unscheduled or emergency releases/maintenance

On occasion, Emergency Maintenance may be required.

AccountChek reserves the right to perform emergency releases or maintenance as required and will make reasonable efforts to perform such maintenance outside of normal business hours.

Emergency Maintenance may include but is not limited to security related issues and/or technical problems that could impact the future availability of the Service. In such cases, AccountChek will notify Client prior to downtime as time permits and also provide the approximate length of the downtime to the extent that AccountChek has knowledge of the length.

In any such instance, if a downtime is required to resolve the issue(s), AccountChek shall immediately inform Client of the suspension of the Service, the reason(s), the expected duration of the downtime, and the measures to be taken to remedy the problem and to prevent a reoccurrence. Whenever possible, AccountChek will use rolling restarts to addresses Emergency Maintenance, so that there is no downtime.

Service Level Reporting

The following reports will be provided on an as needed/appropriate basis:

- Maintenance Schedule Notification will be provided 5 business days prior to scheduled maintenance. This same report will be provided in the event of an emergency.
- Root Cause Analysis Report will be provided by AccountChek within 5 business days of any event resulting in system downtime (Severity 1 and Severity 2 issues)

Assumptions

Service Level Restrictions

The service levels set forth in this SLA shall not apply to (i) a performance issue caused by a Force Majeure event (ii) a failure caused by any action or inaction of Client or any third parties' equipment (not within the control or financial responsibility of AccountChek), or limitations, delays and other problems inherent in the use of the Internet and electronic communications not within the direct control of AccountChek. (for example, if financial institution's website is unavailable or is undergoing maintenance that prevents access to the borrower's financial data).

Measurement

The AccountChek system will be measured, tested and recorded by AccountChek according to the methods outlined in each section of this SLA.

Measurement periods

The Measurement periods will exclude reasonable, scheduled, and approved maintenance periods.

Availability

Measurement

A "Successful Attempt" is defined as a test of the availability of the AccountChek system (including, but not limited to, the availability of the AccountChek system as utilized by the user addition, new order creation, borrower enrollment, and report generation) during each 15-minute interval as specified below.

AccountChek will record AccountChek system downtime from the time of detection to the time of resumption of the AccountChek system with resolution to the minute. AccountChek system availability in a given calendar month will be calculated as the number of minutes available divided by the sum of the number of minutes the AccountChek system is available plus the number of minutes the AccountChek system is unavailable.

The AccountChek system availability calculation will exclude Scheduled and Intentional Downtime.

- AccountChek system Scheduled Downtime:
 - Is scheduled with at least 5 days prior notice,
 - Is scheduled for off-peak hours,
 - Shall not exceed six (6) hours at any one time, and
 - Shall not exceed twelve (12) hours in aggregate in any given calendar month.

Informative Research may intentionally suspend availability of the AccountChek system for other reasons, such as addressing security and risk-related issues (collectively, "Intentional Downtime"). Informative Research will make reasonable efforts to provide at least three (3) Business Days prior notice (including the reason(s) therefore) and to schedule any such Intentional Downtime during Scheduled Maintenance. However, Informative Research may determine that security or risk issues require a shorter prior notice period or an immediate suspension of the AccountChek system. In any such instance, Informative Research shall immediately inform Client of the suspension of the AccountChek system, the reason(s) therefore, the expected duration of the downtime, and the measures to be taken to remedy the problem and to prevent a reoccurrence.

Severity Issue Resolution

An AccountChek site operator will log all outages and AccountChek will provide a monthly report on the outage statistics to Client by the tenth (10th) business day of the following month if such outages have occurred. If an outage is not resolved within the resolution time outlined below, the Parties shall immediately initiate the escalation process for resolution of the Severity Issue. Depending on the severity of the problem, AccountChek will manage those problems inside the periods of time contained in the following table:

| Severity | Impact | Target Resolution Time | Initial Notification Response Time | Target Response time | Via |
|----------|---|--|------------------------------------|---|--------------------|
| SEV 1 | Any error, bug or malfunction that causes the AccountChek system to become inaccessible to all End Users of the Client. | 4 hours (Example: a system crash followed by restart and test) | Immediately | Every 30 minutes | Phone and/or email |
| SEV 2 | Any error, bug, malfunction that causes significant business impact to the customer. The application is usable but is severely limited. | 4 hours | Immediately | Every 30 minutes | Phone and/or email |
| SEV 3 | A moderate impact problem that involves partial, non-critical functionality loss to a limited number of users. | Resolution scheduled within the next 2 Release cycles | Same business day | Resolution Communication in 30 business days. | Email |
| SEV 4 | The AccountChek system is not impacted; if Client has a technical question or consideration | If determined that a software upgrade is required or requested the resolution date will be determined by AccountChek | Same business day | Resolution Communication in 30 Business Days | Email |

Severity Issue Escalation Process

AccountChek shall escalate Client Severity Issues in accordance with the following escalation process:

A designated problem resolution coordinator at Client will be contacted at a designated phone and/or e-mail address upon discovery of any Severity 1 or Severity 2 issues.

From the time of notification, issues will be escalated within AccountChek according to the following table:

| Severity | Time from Problem Notification to Problem Resolution | AccountChek Escalation Contacts |
|----------|--|---------------------------------|
| SEV 1 | 0-15 minutes | Level 3 Support |
| | 15–120 minutes | Director of Architecture |
| | After 120 minutes | Chief Technology Officer |
| SEV 2 | 0-12 hours | Level 3 Support |
| | 12-48 hours | Director of Architecture |
| | After 48 hours | Chief Technology Officer |
| SEV 3 | 0-2 Business Days | Level 1 Support |
| | 2-3 Business Days | Level 3 Support |
| | After 3 Business Days | Director of Architecture |
| SEV 4 | 0-5 Business Days | Level 1 Support |
| | 5-6 Business Days | Level 3 Support |
| | After 6 Business Days | Director of Architecture |

Customer Service

Measurement

Response time is measured from the time AccountChek receives a Customer Support request to the time AccountChek responds. A determination may be that the service is (1) not functioning as designed and the request will follow the Severity Issue Resolution process, or (2) is operating as designed.

Standard Service Levels

AccountChek will send an automatic acknowledgement of receipt to the sender of any emails to customer service.

AccountChek will open a ticket for each reported request received via email from Client. Each ticket will be stamped with the time and date the request was received.

Reported issues will be resolved as per the following schedule:

| No. | Service Level Description | Resolution Time |
|--|--|-------------------|
| 1 | 95 % of Client submitted customer service issues | 5 Business Days |
| 2 | Additional 4 % of Client submitted customer service issues | 10 Business Days |
| 3 | Remaining 1 % Client submitted customer service issues | Best Effort Basis |
| Issues requiring code changes will be excluded from the above-mentioned schedule | | |

Customer Service Hours of Availability

- Support is available from 9am-9pm EST Monday-Friday except for major holidays.
- Support can be reached at helpdesk@accountchek.com or 800-473-4633

Service Credits

If AccountChek fails to meet any service level standard established by this SLA for either AccountChek System Availability or Customer Service (a "Service Failure"), the Client should be entitled to a 5% reduction in its monthly fees ("Service Credit") for the month following the Service Failure. If Service Failures persist for consecutive months, the Client shall receive the Service Credit multiplied by the number of consecutive months AccountChek has had a Service Failure; (by way of example, if the Client experiences a Service Failure by AccountChek for three consecutive months, Client shall be entitled to a Service Credit of 15%, i.e. $5\% \times 3 = 15\%$). Additionally, whenever a Repeated Failure occurs, Customer shall have the right to terminate this Agreement without any early termination fees, or the like, by providing AccountChek at least thirty (30) days advance written notice.