

PROPERTYWARE SYSTEM SERVICE-LEVEL SPECIFICATIONS

THESE SERVICE-LEVEL SPECIFICATIONS ARE APPLICABLE TO ALL PROPERTYWARE PRODUCT CENTERS AND ARE INCORPORATED BY REFERENCE INTO THE UNDERLYING AGREEMENT WITH PROPERTYWARE, INC. THEY ARE QUALIFIED IN THEIR ENTIRETY BY THE TERMS AND CONDITIONS OF SUCH AGREEMENT.

1. **Product Center Security.** Propertyware uses several encryption schemes depending on the nature of the product and platform utilized. Propertyware products use SSL 128 bit encryption for all data transmissions to and from the server except for images.
2. **Product Center Support.** Customer shall have reasonable use of and Provider will provide Provider's telephone and e-mail help service during the applicable hours and business days set forth below for assistance with any Product Center. During support hours, Provider shall use reasonable efforts to respond to inquiries within an average of four (4) business hours after receipt from Customer. If a reported problem is serious enough to prevent the Customer from performing major functions or the functionality of the application for its intended purposes is substantially and adversely affected, then Provider shall assign support personnel to help resolve the problem, and such support personnel shall contact the Customer within one hour during normal support hours. If the reported problem does not inhibit the site from performing major functions, then Provider will assign the next available support person to help resolve the problem, based on the order in which inquiries are received from the Customer. In addition, the Customer may have access to incident logs maintained by Provider through an online support portal.
 - a. **Standard Support Hours:** Monday through Friday, 7:30 A.M. to 7:00 P.M. Central Time except for major holidays
3. **Product Center Maintenance.** The Customer shall receive access to and use of all fixes, enhancements, or updates to each licensed Product Center that Provider does not elect to market separately to its entire user base. Provider agrees that any fixes or updates to existing Product Centers that it provides to its general user base will not be marketed separately to the Customer.

- 4. Product Center Availability.** Provider will use commercially reasonable efforts to ensure that all data storage, application servers, and web servers in its primary data center have redundant capacity including providing fully redundant capabilities to ensure recovery from a Provider system failure within prescribed service availability standards. For Product Centers hosted by Provider, such Product Centers shall be available for use by Site Owner ninety eight percent (98%) of the period of time between 6:00 A.M. and 10:00 P.M. Central Time (the "Availability Period") calculated over the period of time of the entire applicable calendar month. Scheduled maintenance that might interfere with availability of the Propertyware System shall occur outside of these hours. The web site will be considered unavailable if the Product Center cannot be accessed within twenty (20) seconds of submission of an inquiry to the server of Provider.
- 5. Product Center Response.** For Product Centers hosted by Provider, such Product Centers shall provide no more than a four hour average response time during the Availability Period. Such time will be measured from the time a transaction is received by Provider at its data center(s) until a response is transmitted back to Site Owner. Batch transactions (for example, posting monthly rents charges) or database report queries that access large volumes of data may exceed this response time and are excluded from this response commitment; however, response times for these functions shall be reasonable and customary for the function being performed and not unduly delayed.
- 6. Product Center Upgrades and Enhancements.** Provider shall alert the Customer by e-mail notification, on an alert within Propertyware or posting to the Propertyware Client Portal (for example, release 2.3 moving to 3.0) at least two (2) weeks prior to cut over to the new release. In connection with each new release, Provider will make available to the Customer release notes with respect thereto, and communicate with the Customer with respect to upgrades and enhancements to be included in such new release during the time frame prior to the release.
- 7. Major Fixes.** Provider shall correct errors in a Product Center after notification by the Customer:

 - Priority 1** – Problems that cause crashes or a problem that severely hinders the use of the product so the Customer is not operational and there is no work-around. Resolution Goal: As soon as possible. Problem is worked continuously until resolved. Fix will be applied to the production release at night after resolution has been tested. Average resolution goal for priority 1 problems is no more than 24 business hours.
 - Priority 2** – The Customer is operational but a major function is down. Resolution Goal: Problem is worked during business hours (8:00 A.M. until 6:00 P.M. CST, Monday through Friday, except for holidays) and will be applied to the production release at night after resolution has been tested. Average resolution goal for priority 2 problems is no more than 48 business hours.
 - Priority 3** – Problem can be maneuvered around until fixed. Resolution Goal: Within 45-60 business days. To meet this goal, the fix must be developed and tested at least two (2) weeks before the release is scheduled for production.

Priority 4 – Enhancement Request. Resolution Goal: Determined by Product Manager of the Product Center.

The Customer may have access to problem management logs maintained by Provider and may recommend changes in the priority of reported errors to Provider. Provider will make Priority assignments. Provider shall keep the Customer apprised of progress in correcting errors as reasonably requested by Site Owner.

8. Backup Hosting. Provider offers two backup hosting options as follows:
 - a. **72 Hour Warm Backup.** Provider will maintain computer equipment (including domain controllers, firewalls, web servers, database server, and report servers) and software (including database software, report writing software, operating system software, and Propertyware software) in an environmentally controlled second data center located more than 15 miles from Provider's primary data center. The equipment and software is collectively referred to as the Propertyware System. Such data center will be capable of supporting the Customer's usage of Qualified Product Centers with 72 hours prior written notice of a disaster. Upon declaration of a disaster by the Customer, Provider will load backup data to the Propertyware System, test the Propertyware System to verify that it functions properly and re-direct Internet traffic to its second data center. In the event re-direction is not possible, Manager will provide traffic sources (for example, its sites) with a new URL to access the secondary data center directly. Qualified Product Centers include all Propertyware Product Centers except LeasingDesk Screening, and Contact Center. In addition, certain Excluded Databases may not be accessible if the primary data center is out of service. Excluded Databases include all credit screening, eviction, criminal and resident payment history databases, as well as all M/PF Research databases and benchmarking databases.
 - b. **2 Hour Hot Backup.** Provider will provide the same services as set forth above. In addition, Provider will transmit transaction logs between its primary and secondary data center so that Customer Data stored in one data center is no more than 15 minutes behind Customer Data stored in the second data center. Manager may switch processing for the purpose of testing the backup capabilities of the system once every six months with 24 hours advance notice. In the event a disaster is declared by Manager, Internet traffic will be switched from the primary data center to the secondary data center within two (2) hours of written notice from Manager. In the event re-direction of Internet traffic is not possible, Manager will provide traffic sources (for example, its sites) with a new URL to access the secondary data center directly.