

Effective Date: 02 April, 2009

This TriSys ASP Service Level Agreement ("SLA") is a policy governing the use of the TriSys Application Service Provider System ("TriSys ASP") under the terms of the TriSys ASP Support Agreement and Service Level Agreement (the "TriSys ASP Agreement") between TriSys Business Software ("TriSys") and users of TriSys ASP ("you"). This SLA applies separately to each account using TriSys ASP. Unless otherwise provided herein, this SLA is subject to the terms of the TriSys ASP Agreement and capitalized terms will have the meaning specified in the TriSys ASP Agreement. We reserve the right to change the terms of this SLA in accordance with the TriSys ASP Agreement.

Service Commitment

TriSys will use commercially reasonable efforts to make TriSys ASP available with a Monthly Uptime Percentage (defined below) of at least 99% during the Service Month. In the event that TriSys ASP does not meet the Monthly Uptime Percentage commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Service Month" is the preceding 30 days from the date of an SLA claim.
- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of 5 minute periods during the Service Month in which TriSys ASP was in the state of "Unavailable." If you have been using TriSys ASP for less than 30 days, your Service Year is still the preceding 30 days but any days prior to your use of the service will be deemed to have had 100% Availability. Any downtime occurring prior to a successful Service Credit claim cannot be used for future claims. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any TriSys ASP SLA Exclusion (defined below).
- "TriSys ASP Services" are all of the services which are provided by the TriSys ASP hosted system, specifically:
 - TriSys Recruitment Software including the SQL database server
 - Microsoft Office including Word, Excel, Powerpoint and Outlook
 - E-Mail server (Exchange or any other suitable e-mail server)
 - E-Mail Sync for synchronising inbound and outbound e-mails with the TriSys database
 - Outlook Web Access for remote access via a web browser
 - Push E-Mail for access to e-mail from a mobile device such as Blackberry, iPhone or Windows Mobile
 - TriSys Web
 - G:\ drive containing all shared documents
 - Document indexing of CV's for free text searching in TriSys
 - Terminal Services access via RDP

- Anti-Virus
 - Anti-Spam
 - Uniprint for Local printing from RDP sessions
 - Daxtra – optional service for CV Parsing
 - QAS – optional service for building post code radial searches
 - SMS – optional service for delivering SMS Text messages to mobiles
- “Unavailable” means that all you have no access to any of the TriSys ASP Services during a five minute period. This does not include the TriSys ASP SLA Exclusions detailed below.
 - The “Eligible Credit Period” is a single month, and refers to the monthly billing cycle in which the most recent Unavailable event included in the SLA claim occurred.
 - A “Service Credit” is a pound sterling credit, calculated as set forth below, that we may credit back to an eligible TriSys ASP account.

Service Commitments and Service Credits

If the Monthly Uptime Percentage for a customer drops below 99% for the Service Month, that customer is eligible to receive a Service Credit equal to 10% of their bill for the Eligible Credit Period. A customer can file a claim any time their Monthly Uptime Percentage over the trailing 30 days drops below 99%.

We will apply any Service Credits only against future TriSys ASP payments otherwise due from you; provided that, we may issue the Service Credit to the credit card that you used to pay for TriSys ASP for the billing cycle in which the error occurred. Service Credits shall not entitle you to any refund or other payment from TriSys. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one pound (£1 UK Sterling). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the TriSys ASP Agreement, your sole and exclusive remedy for any unavailability or non-performance of TriSys ASP or other failure by us to provide TriSys ASP is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA or termination of your use of TriSys ASP.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a request by sending an e-mail message to finance@trisys.biz. To be eligible, the credit request must (i) include your account name; (ii) include, in the body of the e-mail, the dates and times of each incident of Unavailable that you claim to have experienced including names of the services that were affected during the time of each incident; and (iii) be received by us within thirty (30) business days of the last reported incident in the SLA claim. If the Monthly Uptime Percentage of such request is confirmed by us and is less than 99% for the Service Month, then we will issue the Service Credit to you within one billing cycle following the month in which the request occurred. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

TriSys ASP SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of TriSys ASP, or any other TriSys ASP performance issues: (i) that result from Service Suspensions described in Section 6 of the TriSys ASP Agreement including those customers who have outstanding unpaid invoices; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of TriSys ASP; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or (v) arising from our suspension and termination of your right to use TriSys ASP in accordance with the TriSys ASP Agreement (collectively, the "TriSys ASP SLA Exclusions"). If availability is impacted by factors other than those explicitly listed in this agreement, we may issue a Service Credit considering such factors in our sole discretion.