

## **EXHIBIT D**

### **SERVICE LEVEL AGREEMENT**

This Service Level Agreement ("SLA" or "Exhibit D") is effective as of the effective date of the Master Agreement (the "Effective Date" or "Exhibit Date") and is attached to and made a part of the Master License Agreement between **C2Call** and **Licensee** it is attached to. Except as stated otherwise in this SLA, the defined terms used below will have the same meanings as the defined terms in the Master Agreement. The terms and conditions of this Exhibit D will govern if they conflict with any term or condition in the Master Agreement, and this Exhibit D is effective on the Exhibit Date above when it has been signed by both Parties and supersedes and replaces any prior Exhibits D in their entirety.

#### **1. SLA FEES**

The SLA services described in this Exhibit, not including the optional services described in Section 3.1 below, are provided for a monthly fee of **1700-Euros**, (One thousand Seven Hundred) due at the beginning of each month. A prorated first month fee will be due if the Exhibit Date is not at the beginning of a calendar month.

#### **2. SLA SERVICES**

For SLA Services C2Call shall provide direct support and updates to Licensee only, and in turn Licensee will be the main support contact for its customers.

Software Bugs shall be reported to C2Call by email to the following address: support @ c2call.com

Bug reports should include copies of logfiles, error reports, and supporting information that enables C2Call to reproduce the reported problem. If C2Call needs additional information or reasonable remote login access to Licensee's servers, Licensee agrees to provide such information or access in support of this SLA. Prioritization of Bug reports will be reviewed by C2Call based on information it has received, and Licensee will be notified of C2Call's determination and planned response. C2Call will use commercially reasonable efforts to deliver the response times defined below.

##### **2.1 Priority 1 Bug –**

- a. Definition - Bugs that result in the system not being available for use by a majority of the users, or major portions of the functionality are not accessible.
- b. Response time – C2Call will respond to Licensee within four (4) working hours during C2Call's normal business hours and else within eight (8) working hours. C2Call will use commercially reasonable efforts to provide an immediate software patch if possible and two (2) business days to resolve the issue.

##### **2.2 Priority 2 Bug –**

- a. Definition - Bugs that result in malfunctioning of the most frequently used features.
- b. Response time – C2Call will respond to Licensee within twelve (12) working hours during C2Call's normal business hours. C2Call will use commercially reasonable efforts to provide an immediate software patch if possible and five (5) business days to resolve the issue.

##### **2.3 Priority 3 Bug –**

- a. Definition - Bugs that fall outside the above scope of Priority 1 Bug or Priority 2 Bug.
- b. Response time – C2Call will respond to Licensee within twenty-four (24) working hours during C2Call's normal business hours. C2Call will prioritize Priority 3 Bugs, and if they are determined in C2Call's sole judgment to be material to the operation of the Software, C2Call will make solutions available in the next major release of the platform.

#### **3. ADDITIONAL OPTIONAL SERVICES**

##### **3.1 Ramp-up Clause**

C2Call will waive the SLA fee for the development time as defined in Exhibit A as long as the Developer Support Agreement (Exhibit E) is in place and is effective.

***This Exhibit D is agreed to by the parties, whose authorized signatures are below:***

**C2CALL**

**LICENSEE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_