

CONSULTING CLIENT SERVICE LEVEL AGREEMENT FOR SOLUTION ASSURANCE

("CCSLA")

QDABRA SOFTWARE ("QDABRA") is a Washington limited liability company with its principal offices located at 721 4th Ave #2938, Kirkland, WA 98033. This Consulting Client Service Level Agreement For Solution Assurance ("CCSLA") sets forth the terms and conditions of the CCSLA that apply to an existing QDABRA consulting client who has completed a project with QDABRA in the last year or has an ongoing support plan that pays the fees set forth in this CCSLA and executes this CCSLA at the signature page ("CLIENT"). The Effective Date of this CCSLA shall be the last date of signature below between QDABRA and CLIENT.

In this CCSLA, each of QDABRA and CLIENT is sometimes referred to herein as a "Party," and together they are sometimes referred to herein as the "Parties."

WHEREAS, in and for consideration of the terms and conditions set forth herein, and for other good and valuable consideration,

IT IS AGREED

1. SCOPE OF CCSLA

a. Consulting Agreement. This CCSLA neither supersedes nor replaces the existing consulting agreement between the Parties, including any amendments and/or Statements of Work ("SOW"). Collectively such consulting agreement, amendments and SOW are referred to herein as the "Consulting Agreement" between the Parties.

b. Product Warranties. This CCSLA neither supersedes nor replaces the warranties contained in End User License Agreements ("EULA") for QDABRA software products or any Product Service Level Agreement ("PSLA") or SharePoint Farm or Server Service Level Agreement ("SFSLA") that may be purchased by CLIENT.

2. INITIAL TERM; RENEWAL TERMS; TERMINATION

a. Initial Term. The Initial Term shall be one year beginning on the Effective Date of this Agreement. CLIENT can change plans at the end of the Initial Term by providing notice to QDABRA as set forth in Section 2.b below.

b. Renewal Terms. Unless CLIENT is in breach of the Consulting Agreement or this CCSLA and conditioned on CLIENT's timely payments of amounts due under the Consulting Agreement and this CCSLA and any extensions thereof, the Initial Term may be extended for one year successive periods at the option of CLIENT by written notice to QDABRA at least thirty (30) days prior to the end of the Initial Term or Extended Term, as the case may be, and payment by CLIENT of the then current fees for the plan selected by CLIENT. If CLIENT desires to select a different plan for the Extended Term, CLIENT shall indicate the desired plan in its written notice of renewal. CLIENT understands that the plans offered by QDABRA, the services included in each plan, and the fees for each plan are subject to change by QDABRA at its sole discretion, and that such changes will apply to CLIENT at the beginning of each one-year Extended Term. Payment of renewal fees shall be made prior to or by the date of renewal for each such extension. If CLIENT fails to pay for any renewal year and therefore allows the services provided under this CCSLA to lapse or terminate, then QDABRA is not obligated to provide any potential future renewal(s) of this CCSLA.

c. Termination. If CLIENT fails to pay amounts when due under the Consulting Agreement or this CCSLA, QDABRA may at its sole option terminate this CCSLA by providing to CLIENT written notice of termination at least ten (10) days prior to the date of termination, for unpaid amounts, and CLIENT may cure such nonpayment and avoid termination by paying all amounts due prior to the date for termination. Termination of this CCSLA by QDABRA for failure to pay by CLIENT shall not terminate the fees due under Section 4 of this CCSLA and shall not constitute any waiver, release, discharge or other forgiveness of any claims that QDABRA may have against CLIENT. Any terms that survive in accordance with the Consulting Agreement and referenced below in Section 5 of this CCSLA shall survive termination of this CCSLA.

3. NOTICE REGARDING NON-ENGLISH VERSION CONSULTING

a. This CCSLA is intended to apply only and applies only to English versions of consulting and consulting products.

b. If after-hours support is required for any non-English products pursuant to the Consulting Agreement, the hours of operation may be different for any support affiliates and there may be other differences with respect to time for response or other terms and conditions set forth below. The terms and conditions described in this CCSLA shall not be effective without an amendment executed by the Parties with terms and conditions mutually acceptable to the Parties in such circumstances.

4. SUPPORT PLAN FEES, HOURS AND LEVELS

a. Support Plans. Solution Assurance under this CCSLA covers any issues directly relating to the Solution QDABRA created for CLIENT, such as: QDABRA designed forms and dashboards; web sites and solution configuration; collection of data; processing of data flows; and workflows and reporting. Solution Assurance under this CCSLA DOES NOT cover: Anything outside of the QDABRA solution; line of business processes downstream from the solution; machine configurations for users; or design change requests completed after the start of the support plan. The plan levels, fees, project reviews included, response time, and included support hours are set forth below:

Plan Level	Annual Retainer	Project Reviews	Response Time	Support Hours *
Basic	\$2,500	Annual	< 48 hours	13~47
Standard	\$5,000	Quarterly	< 24 hours	26~94
Enterprise	\$10,000	Bi-Monthly	< 12 hours	52~188
VIP	\$20,000	Monthly	< 4 hours	104~376

* hours vary based on rate of support engineer

Unused support hours roll over to the next term and become “Rollover Hours.” Unused Rollover Hours expire at the end of the Term in which they accrued (i.e. if accrued in the Initial Term, they expire at the end of the Initial Term; if accrued during an Extended Term, they expire at the end of the Extended Term in which they accrued). If CLIENT changes to a lower level of plan at the end of a Term, expired Rollover Hours from the prior Term can also be used during the Extended Term to attend QDABRA training classes or have QDABRA perform health checks if such services are offered by QDABRA during the Extended Term.

Fees for the Initial Term are in U.S. Dollars, to be paid annually. Payment for the fee set forth in this Section 4.a is due on the Effective Date of this Agreement.

b. Normal Support Hours. QDABRA’s normal CCSLA support hours are from 8 am to 8 pm Pacific Time (PST or PDST as determined in the United States), Monday through Friday, except for the following United States holidays:

- Memorial Day (the last Monday in the month of May)
- Independence Day (July 4th)
- Labor Day (the first Monday in the month of September)
- Thanksgiving (the fourth Thursday in the month of November)
- Christmas (December 25th)
- New Year’s Day (January 1st)

c. After Hours Support. QDABRA offers “after hours” support on a “per incident” basis for an additional fee. “After hours” means hours other than the Normal Support Hours described in Section 4.b above. The additional charge is variable and is contingent on CLIENT not being in violation of the Consulting Agreement (including any amendments or SOW added after the Effective Date of this CCSLA) and remaining current with timely payment of all amounts due from CLIENT pursuant to the Consulting Agreement (including any amendments or SOW added after the Effective Date of this CCSLA. If CLIENT calls in for after-hours support, CLIENT will be informed of the then-current incident charge and will be given the option to call back during normal SUPPORT hours. A technical support representative will call back within eight (8) hours for CLIENT if CLIENT requires immediate support and agrees to pay the then prevailing incident charge. After hours support covers only the types of support set forth in Section 4.a above (see Sections c and d below).

d. Notice Regarding Support Steps 3, 4 and/or 5. To avoid any confusion, the support defined above in Section 4.a is limited to Steps 1 and 2 set forth in Section 4.e below, subject to the terms and conditions of this CCSLA. Steps 3, 4 and 5 in Section 4.e below are not included as support obligations under this CCSLA. Any requests for any of support at Steps 3, 4 or 5 may be accepted by QDABRA in its sole discretion and only pursuant to mutually agreed-upon terms and conditions set forth in a written agreement with CLIENT (for examples only, in the form of an additional SOW to the Consulting Agreement or as an addendum to this CCSLA or as a stand-alone agreement).

e. Support Steps

STEP 1. CLIENT shall follow the ticketing process for reporting a request for support. Within the response time period for support requests under the applicable plan, a technical support representative will follow up on the request with such additional information as may be required by QDABRA for a complete and detailed description of the issue that is capable of replication by QDABRA. If the support request is found to be a problem outside of the QDABRA product described in any SOW, then the request for support under this CCSLA is not covered. .. If a “hot fix” can resolve any QDABRA covered issue, CLIENT will be advised to download the hot fix and update accordingly. If no resolution is then available, CLIENT will be advised of the current status, such as by way of examples only (and without limitation), whether: (1) the problem has been replicated; (2) the problem has been replicated and a programmatic fix is underway; (3) the problem has been replicated, a fix programmed and is being tested; (4) a workaround to the problem is available; or (5) no workaround is currently available. If the problem is not readily apparent, CLIENT may need to run the software after being advised to make setting changes or to perform tests in order to receive additional information about the nature of the problem. The time needed for a support Level 1 diagnostic process cannot be estimated in advance of receipt of the report and depends on the nature of the reported problem, how responsive CLIENT may be in providing supplemental information that is critical to an accurate diagnosis, and other variables relating to the reported problem.

STEP 2. If the tech support representative cannot identify the nature of the problem, a senior support representative will be consulted or will directly take over the problem diagnosis. The time required for this is variable. If CLIENT is unable to or otherwise delays in responding to requests from support, the time

for diagnosis and for research will be further delayed. For problems that are difficult to diagnose, QDABRA uses an Internet-based remote control software product. With this tool, a technical support representative can take control of a CLIENT machine and can quickly perform tests to aid in a correct diagnosis of a problem, particularly when it is a network or software setting issue. If the nature of the problem appears to be a QDABRA software bug, user conditions must allow the problem to be confirmed, as opposed to a one-shot occurrence or an intermittent problem that cannot be made to occur through a set of known and reproducible actions. Programmers cannot begin to work on a program resolution until a software problem can be reliably replicated. Senior support representatives have extensive experience at both solving very difficult issues within CLIENT environments that are not directly caused by QDABRA Software's products, and discovering hard-to-find or obscure combinations of events that cause software failures. Upon discovering a software product bug, deficiency or CLIENT environment issue that a software fix may resolve, an entry is made into QDABRA's Bug Tracking System. Depending on the level of severity to the CLIENT, the following actions may be taken: (1) a programmer is assigned to work on a fix right away (critical bugs); (2) a programmer is assigned to work on the bug in the order of assignment (important bug but not critical); (3) a programmer is assigned to work on the bug as time permits (a work around is available); or (4) the bug is not assigned to a programmer because it is very low level or it is not a bug at all but rather a new feature request to solve a CLIENT environment issue or is simply a CLIENT feature request.

STEP 3. A software problem has been identified, replicated and has been entered into QDABRA's Bug Tracking System for a programmatic resolution. Critical bugs are assigned top priority and a developer will be diverted from lower priority work to program a fix. Programming a fix can be relatively very fast compared to the time necessary to identify and determine the set of circumstances that will replicate a CLIENT problem. Forecasting the exact amount of time to discover a bug and program a fix is impossible. What QDABRA commits to is allocating the resources and the best people available to find, solve and fix critical CLIENT problems. QDABRA uses state of the art source code program debugging tools to expedite the discovery of root problems. Step 3 is outside of the scope of this CCSLA; see Section 4.d above for details.

STEP 4. A fix is compiled in the main source code tree of the software to fix a reported problem. In the development of releases, new versions of the software are generated from the main source code tree, and it is company policy to fix reported bugs here first to keep "fixed bugs" from reappearing in subsequent releases. The fixed version is tested against the set of circumstances that were known to replicate the problem. The testing department also tests other software functions to guard against the fix causing another problem that could be equal to or worse than the problem solved. Step 4 is outside of the scope of this CCSLA; see Section 4.d above for details.

STEP 5. Once the programmed fix has passed internal testing, the same programmatic changes are made into a special "hot fix" version of the software that can be made available to a CLIENT immediately. The only exception would be if the changes to the main source code tree coincide with a new general release. The hot fixed version is then tested rigorously. This is because the source code changed is based on the current release version. This process is followed so that the current version and version under development both have the problem fixed. Upon passing internal testing, the hot fix version is made available to the CLIENT for download and testing to validate the fix in the CLIENT environment (which frequently cannot be replicated in QDABRA's testing facility). If the fix solves the CLIENT problem, the hot fix version may become the new general release depending on the nature of the CLIENT problem (which can be very unique or which could affect every CLIENT). If the problem persists or other problems are discovered due to the fix, the cycle is repeated until resolved. Step 5 is outside of the scope of this CCSLA; see Section 4.d above for details.

5. TERMS INCORPORATED FROM THE CONSULTING AGREEMENT. Sections of the Consulting Agreement shall also apply to this CCSLA and are incorporated herein as if restated in full.

6. MISCELLANEOUS

a. Entire Agreement; Amendment. The CCSLA constitutes the entire agreement between the Parties regarding the support described herein and hereby supersedes any and all oral or other agreements, statements, representations, and/or negotiations that may be not expressly incorporated in the CCSLA. This CCSLA may not be modified or amended except by an instrument in writing signed by the parties hereto.

b. Invalidity/Unenforceability/Waiver; Savings Clause. The invalidity or unenforceability of any provision of the CCSLA shall not affect or impair the validity or enforceability of any other provision hereof. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein or by law. No waiver of rights shall be valid unless contained in a writing specifically referring hereto and signed by the party against whom enforcement is sought. If any provision of this CCSLA shall be held invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the full extent permitted by law all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed liberally in order to carry out the intent of the parties hereto as nearly as may be possible, and any court having jurisdiction over such matters shall have the power to reform such provision to the extent necessary for such provision to be enforceable under laws so as to be closest to the interpretation of the CCSLA under the laws of the State of Washington, USA.

c. Assignment. CLIENT may not assign the CCSLA or any of its rights, duties, or obligations hereunder without the prior express written consent of QDABRA, which consent may be granted or denied in the sole discretion of QDABRA.

d. Force Majeure. Time periods for either Party's performance under any provisions of this CCSLA shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such Party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, natural disasters, acts of terrorism, war or other strife.

e. Notices. Any notice required or permitted to be given hereunder shall be in writing, and shall be given by certified mail, return receipt requested, by courier or by personal delivery addressed to CLIENT as set forth or referenced in at the signature page of this CCSLA, and to QDABRA as set forth in the first paragraph of this CCSLA. If any notice address is later changed, the Party changing the address must provide notice in writing of any such change to the other Party. For purpose of the preceding sentence, such notice may be made by email so long as the party receiving notice affirmatively acknowledges receipt of such notice.

f. Interpretation; English. This CCSLA shall be interpreted without regard to any rule disfavoring the Party who drafted any specific term, condition or language. Interpretation of this Agreement shall be based on the English language.

h. No rights of third parties. Any entity or individual who is not a Party to this CCSLA shall have no right to enforce any term of the CCSLA, regardless of whether such entity or individual has been identified by name, as a member of a class or as answering a particular description.

i. Additional Warranty as to Authority. Each person signing this CCSLA in a representative capacity represents and warrants that he or she has full power and authority to bind the party on whose behalf he or she signs.

j. Counterparts. The CCSLA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of a counterpart original signature shall be deemed to be an original and shall have the same effect and validity as an original signature. An electronic copy or image of a counterpart original signature shall also be deemed to be an original with the same effect and validity of an original signature.

IN WITNESS WHEREOF, each Party has signed or caused its duly authorized officer to execute this CCSLA as set forth below.

AGREED:

CLIENT: _____

By: _____

Printed Name: _____

Address: _____

Title: _____

Dated: _____

QDABRA SOFTWARE

By: _____

Printed Name: _____

Title: _____

Dated: _____