

Exhibit A - TRACtion®
Service Level Agreement

This Service Level Agreement (“SLA”) sets forth the service levels to be delivered to **XXXX** (“Subscriber”), which has contracted to receive certain support services in connection with the delivery of TRACtion web-based project management services (the “Services”).

This SLA provides contact information, services and service level expectations for Administrative Support Services, Hosting/Availability Services, and Technical Programming Services.

1. Administrative Support Services. Administrative Support Services provided by MoreSteam.com (“MoreSteam”) generally entail providing support to Subscriber’s TRACtion administrator(s) and responding to support requests regarding issues arising from TRACtion Services, reporting functionalities, and the like. Administrative Support Services are typically provided via e-mail and, less often, via telephone or web-meeting. Administrative Support Services also includes making commercially reasonable efforts to ensure that the functionalities of services provided to Subscriber conform in all material respects with the specifications of the TRACtion Service.

Types of Administrative Problems Handled. Provider’s TRACtion administrator-support service handles issues typically encountered by Subscriber’s TRACtion administrators. Such issues include:

- Loss of admin username/passwords
- Browser compatibility and reporting issues
- Training on admin functionality
- Enrollment issues, e.g., changes in employee status, suspensions, extensions, etc.
- Conformity of TRACtion service and functionality relative to performance standards

Provider agrees to make commercially reasonable efforts to address material errors in TRACtion Services provided to Subscriber. Provider further agrees to use its best efforts to provide one (or a combination) of the following three solutions:

- provide a software fix in the current release of the Provider Technology;
- provide a workaround until a software fix is available; and/or
- provide a software fix in the next release of the Provider Technology.

Administrative Support Service Provider/Manager

XXX

XXX

MoreSteam.com LLC

9961 Brewster Lane

Powell OH 43065

XXX

Hours of Operation. Administrative Support Service is provided during business hours, Monday through Friday from 8:00 a.m. through 5:00 p.m. EST. Administrator support involving live help desk support during non-business hours and holidays can be pre-arranged by calling the Administrative Support Service Manager in advance. Administrative support during non-business hours and holidays is managed via email and MoreSteam’s support-ticket process.

2. End User Support Services. End User Support Services, also provided by MoreSteam, generally entail responding to support requests regarding issues arising from usability of the TRACtion Service by Subscriber’s end users. End User Support Services are typically provided via e-mail. End User Support Services also includes making

commercially reasonable efforts to ensure that the functionalities of Services provided to Subscriber conforms in all material respects with the specifications of the TRACtion Service.

Problem Reporting. A support ticket tracking system is used to manage problems/requests from end users. Subscriber's end users will be notified by an appropriate screen upon an attempted login if the service goes down outside regular support hours. During business hours, Subscriber end users have the option of seeking help or reporting problems via email (preferred) or phone to MoreSteam's customer support staff or via the support ticket system. During non-business hours Subscriber end users can report problems via the support ticket tracking system.

Contacting Customer Support. End User Support is initiated through a customer support contact via telephone or e-mail. The following information can be used to initiate the support process:

Support Number: 614-602-8190
E-Mail Address: support@moresteam.com

A support ticket will be issued via e-mail and/or phone along with a priority per the response times provided in this SLA. During this initial contact, the end user support person may verify and/or request the following information from the Subscriber. Failure to provide this information may hinder the ability to resolve the issue in a timely fashion.

- Subscriber support contact information (name, title, company name, e-mail address, phone number, and/or cell number).
- Confirmation of operating system, browser and/or other desktop information. For performance issues, include desktop operating system, amount of memory, and processor information.
- Detailed problem description. Include any symptoms, patterns (time of day, certain users, etc.), and/or any specific error messages received.
- When possible, screenshot(s) depicting the issue

Historical description of problem (did it ever work, when last worked, what changed, what steps have been taken to avoid and/or resolve issue, etc.).

Service Expectations – Support Ticket System; Telephone/e-mail

Response Times – End User Problems Received via Support Ticket System

End User problems reported by way of the support ticket system will receive an acknowledgement as soon as is practicable. The customer support analyst will provide a support-ticket number and priority if the problem is reported via phone. If Subscriber's end user problems are not resolved within the course of the first contact, MoreSteam will endeavor to answer any ticket by the following business day.

Response Times – End User Problems Received During Business Hours

Telephone – Most calls are answered, in person, by the customer support center. Calls not answered by the support center are directed to voicemail. Return phone calls are made within one (1) business day.

Response Times - End User Problems Received During Non-Business Hours

Problems reported to Provider by voicemail or e-mail during non-business hours are evaluated and prioritized at the start of the next business day. MoreSteam will endeavor to send the user an acknowledgement by 10:00 a.m. Eastern Time. But in no event will the user receive an acknowledgement later than the following business day. The TRACtion Support Analyst will

provide a ticket number and priority.

3. Hosting/Availability Services. Hosting and Availability Services (provided in cooperation with Technical Programming Service described below) generally entail providing computer servers, database software and management, and bandwidth to deliver the TRACtion Services over the internet.

Hosting Services Provider/Availability Manager. Provider will not provide dedicated support personnel to Subscriber for hosting or availability issues but will maintain a Technical Programming Service support contact (designated below) to be relied upon by Subscriber for reporting hosting or availability issues.

Hosting Services Provider:

(Tech. Prog. Service)

Attention: XXX
9961 Brewster Lane
Powell OH 43065
614-602-8190
XXX

System Availability. Subscriber will have monitored system access to the TRACtion Service twenty-four (24) hours a day, seven (7) days per week. Monitored system access means the Hosting Services Provider's internet service provider (ISP), currently Microsoft Azure, monitors availability of Provider's website on a continual basis using automated means. Hosting Service Provider's current practice is to retain Provider's ISP to access Provider's website every two minutes. In the event the website does not resolve with that two-minute interval, the automated system generates a ticket at the ISP help desk which, in turn, prompts a message to the Technical Programming Services contact. The Hosting Service Provider's monitor service includes monitoring end user access and usage of the TRACtion Service using automated means. Provider agrees not to substantially modify its current monitored system access procedures without first advising Subscriber.

The system will maintain ninety-eight (98%) percent up time during any calendar month during which the TRACtion Service is provided to Subscriber.

Subscriber will be given three (3) days advance notice of system down time for scheduled work. Scheduled work causing down time will be done after 7:00 p.m. and before 8:00 a.m. Eastern Time. During scheduled down time, a user-friendly "System Unavailable" screen will be presented to end users attempting to access the TRACtion Service.

Response Times – Availability Problems During Business Hours. Service availability issues reported via telephone, voice mail, or email to the Technical Programming Support Manager will be acknowledged within one (1) hour of receiving the same and will be followed-up with a root cause analysis and any remediation taken within twenty-four (24) hours of ascertaining the same. Service availability issues that the Hosting Services Provider learns of, but that Subscriber does not report, may be reported by Provider to Subscriber if the availability disruption is substantial (taking into consideration, for example, duration, time of day, number of users affected) with a description of the disruption, the nature of the root cause and any remediation taken.

Response Times – Availability Problems During Non-Business Hours. Service availability issues reported via telephone, voice mail, or email to the Technical Support Manager during non-business hours will be evaluated and prioritized on the next business day, acknowledged by 10:00 a.m. Eastern Time, and will be followed-up with a root cause analysis and any remediation taken within twenty-four (24) hours of ascertaining the root cause and needed remediation.

4. Technical Programming Services. Technical Programming Services generally entails providing software and system analysis, database management services, LMS interface programming, and troubleshooting.

Types of Problems Handled. Provider's technical support service is a triage center for all problems and/or requests regarding the TRACtion service after implementation. These include:

- Bugs with the service; browser incompatibility
- Service Upgrades – Subscriber may seek upgrades to standard content releases
- Enhancement Requests – Subscriber may request enhancements to the Services
- System is down/inaccessible via LMS connection

Technical Programming Services Provider/Manager.

MoreSteam.com LLC

Attn: XXX

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Powell OH 43065

614-602-8190

XXX

Prioritization of Technical Programming Problem Reports

Priority 1 Problem. Subscriber is unable to perform critical business functions, i.e., functionality relating to Provider's site and not Subscriber's facilities, such as:

- Unable to add an authorized User
- Unable to perform an enrollment inquiry
- Data corruption caused by a Service bug
- Unable to execute interfaces

Priority 2 Problem. The Service is impaired, but Subscriber can perform critical business functions and no data is being corrupted including, but not limited to:

- Unable to generate Subscriber-required reports

Process for Problem Escalation

Escalation Process for Priority 1 Problem

- Escalation State 1 – If an end user support analyst cannot resolve the issue within the next business day, the issue is escalated to the End User Support Manager.
- Escalation State 2 – If the End User Support Manager cannot resolve the issue within 24 hours, the issue is escalated to the Vice President of Product Development.

Escalation Process for Priority 2 Problem

- Escalation State 1 – If the end user support analyst cannot resolve the issue or provide Subscriber with a workaround within two (2) business days, the issue is escalated to the End User Support Manager.
- Escalation State 2 – If the End User Support Manager cannot resolve the issue or provide Subscriber with a workaround within two (2) business days, the issue is escalated to the Vice President of Product Development.

5. Limitations on Service Level Agreement/Causes Not Attributable to Provider. This SLA does not include services requested as a result of, or with respect to, causes or errors, which are not attributable to the Service or cannot be reproduced by Provider. In the event that the Subscriber requests Provider to provide, and Provider does so provide, any services in connection with causes or errors which are not attributable to the Service, the Subscriber shall pay Provider for such additional services on a time and materials basis at Provider's then current service rates. Causes or errors, which are not attributable to Provider include, but are not limited to, the following:

- Interconnection, interfacing or operation of the service with other software products not supplied by Provider.
- Improper use of the service that deviates from any operating procedures established by Provider.
- Software programs made by the Subscriber or other parties unless specifically covered in a Statement of Work between the Subscriber and Provider.
- Introduction of data into any database used by the service by any means other than the use of the service.
- Failure by the Subscriber to respond to any action plans provided by Provider pursuant to a support call by the Subscriber.