

Terms

12 Month Plan

The term of this Agreement shall be 12 months from the date executed. Should the Customer terminate this Agreement at any time, all fees paid including setup, hosting, and professional services of any kind are nonrefundable. Your plan rate will remain in effect for 12 months.

Month-to-Month Plan

The term of this Agreement shall be month to month from the date executed. Should the Customer terminate this Agreement at any time, all fees paid including setup, hosting, and professional services of any kind are nonrefundable. Your plan rate will remain in effect through December 31, 2008.

Cancellation

12 Month and Month-to-Month Plans

The Customer may cancel service at any time with a 30 day written notice. An email to support@nrcondemand.com shall suffice as written notice. Service will be terminated on the following billing period. Due to our licensing agreement with Microsoft, hosting service and licensing cannot be prorated.

12 Month Plan

If you cancel your service before the end of your service term you will be charged a cancellation fee of \$125 per user for the total number of users on your subscription.

Billing Start Date

NRC|OnDemand invoices for setup (if applicable) and first month fees upon execution of this Agreement. While your system(s) might not be immediately accessible, our team goes to work for you the day we receive your order.

Payment

Billing will commence immediately. Customers will remit payment to:

NRC|OnDemand
1000 N WATER ST, STE 950
MILWAUKEE, WI 53202-6669

Questions about billing issues can be submitted to billing@nrcondemand.com or by contacting us at 414-203-2448.

Past due accounts may lose access to servers, email, and data. There will be a \$750 fee to reinstate servers that have been suspended for late payments. The Customer shall be responsible for payment of all attorney fees or collection agency fees related to their account. Past due balances are subject to an annual interest rate of 18%.

Account Set Up Timeline

In most cases, NRC|OnDemand will set up your account, and you will have secure access to it, within one business day.

Maintenance

Standard Maintenance

Standard, scheduled maintenance (including system upgrades, enhancements, and other updates) is performed every third (3rd) Sunday of the month, between the hours of 6:00AM and 10:00AM CST/CDST. For standard (non-emergency) maintenance, you will receive a reminder notification the Friday prior to the outage.

Emergency Maintenance

Maintenance that is deemed critical in nature may be performed at any time based on the sound judgment of Microsoft and NRC|OnDemand engineers. In these extremely rare cases, NRC|OnDemand staff will act first to protect your servers and your data even if that may require a brief service outage. For emergency maintenance, you will typically receive at least twelve (12) hours notice; we also reserve the right to perform immediate emergency maintenance without any prior notification, should it be deemed absolutely necessary to protect and maintain the security of the service. Any outage which is caused by a maintenance issue deemed by Microsoft or NRC|OnDemand as an "emergency" shall not be considered an outage as described in or subject to the terms of the Service Availability Guarantee.

Technical Support

NRC|OnDemand ensures that your applications receive monthly maintenance and that your databases are always backed up.

Normal Business Hours

In the event that customer initiates support during normal business hours (Monday - Friday, 8:00AM to 5:00PM CST/CDST), NRC|OnDemand will reply to the support request via email within fifteen (15) minutes. The email address customercare@nrcondemand.com is monitored 24 hours a day, 7 days per week, 365 days of the year.

Response and resolution times may vary based on the nature and severity of the problem, and NRC|OnDemand's potential reliance on Microsoft to provide resolution.

Non-Business Hours and Emergencies

Users may submit a request for support via email (customercare@nrcondemand.com) 24 hours a day, 7 days per week. Our support engineers will make every effort to provide support during non-business hours.

Data Security & Backup

Location

Our servers are located in a 3rd party commercial data center in Milwaukee, WI. The data center is a secure facility that requires key card and biometric authentication to access the equipment.

Data Integrity

NRC|OnDemand employs RAID techniques to ensure the integrity of the data on its servers; the data is written to two disks simultaneously to prevent data loss in the event of hardware failure. NRC|OnDemand performs routine server backups for disaster recovery purposes only. Server backup scope and scheduling is at NRC|OnDemand's sole discretion.

Backup Schedule

All customer data is backed up nightly, and these backups are retained for 21 days.

Data Retention After Account Termination

NRC|ONDEMAND SHALL NOT BE RESPONSIBLE FOR RETAINING ANY OF YOUR DATA AFTER ACCOUNT TERMINATION. ALL DATA IS DELETED FROM THE SERVERS AFTER THE ACCOUNT IS TERMINATED AND FROM BACKUPS DURING SCHEDULED BACKUP ROTATION. NRC|ONDEMAND SHALL NOT RESTORE, PROVIDE ON ANY STORAGE MEDIA OR SEND OUT ANY DATA PERTAINING TO EXISTING OR TERMINATED ACCOUNTS.

Service Availability

Network Availability is defined as the ability to pass incoming and outgoing TCP/IP traffic through NRC|OnDemand's network from/to IP transit provider (Internet backbone).

Servers unavailability resulting from loss of Network Availability is excluded from servers availability calculations if the Network Availability loss is caused by any factor(s) beyond NRC|OnDemand's control, including but not limited to such factors as IP transit provider (backbone) or end user's portion of the network (commonly known as "last mile") failure, denial of service or similar attacks directed at the Company's servers or the Company's network.

Service Availability Guarantee

NRC|OnDemand guarantees 99.5 percent Service Availability to its eligible customers. In the event that a customer's server(s) experiences the unavailability of service as a result of a failure of any component of the NRC|OnDemand Network, NRC|OnDemand will issue a credit as described below. Service interruptions caused by NRC|OnDemand's planned network maintenance activities, or customer's software programming and software maintenance activities, or service provided by a party other than NRC|OnDemand for customer, or planned emergency network maintenance, are ineligible for availability guarantee compensation.

Service Availability Guarantee Process

At customer's request, NRC|OnDemand will calculate customer's "Network Unavailability" in a calendar quarter. "Network Unavailability" consists of the number of minutes that the NRC|OnDemand Network was not available to customer. Network unavailability will not include Scheduled Maintenance, or any unavailability resulting from

- A. Customer's applications, equipment, or facilities;
- B. Acts or omissions of customer, or any use or user of the service authorized by customer;
- C. Reasons of Force Majeure (as defined below).

Service Availability Credits

Service Availability credits for affected co-location customer are determined in accordance with the following guidelines: For any outage that is up to two hours in length, customer will receive a 5% credit from the next monthly bill. A maximum of 20% credit will be given in a single month's time.

Outage Reporting Guarantee Process

The Outage Reporting Guarantee is applicable only to services provided by NRC|OnDemand. Customer is solely responsible for providing NRC|OnDemand accurate and current contact information for customer's designated points of contact. NRC|OnDemand will be relieved of its obligations under this Outage Reporting Guarantee if NRC|OnDemand's contact information for customer is out of date or inaccurate due to customer's action or omission or if NRC|OnDemand's failure is due to reasons of Force Majeure.

Force Majeure Scope

Circumstances beyond NRC|OnDemand's reasonable control, including, without limitation, acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, attacks (including, without limitation, denial of service attacks, virus attacks), hackers, failure of third party software (including, without limitation, anti-virus software, backup software) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;

- Failure of hardware, unless such hardware is within sole control of NRC|OnDemand;
- Failure of access circuits to the NRC|OnDemand Network, unless such failure is caused solely by NRC|OnDemand;
- Scheduled maintenance and emergency maintenance and upgrades;
- DNS issues outside the direct control of NRC|OnDemand;
- Issues with customer's Internet access;
- Erroneous SLA outages reported as a result of outages or errors of any NRC|OnDemand's measurement system;
- Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding, any negligence, willful misconduct, or use of the Service in breach of NRC|OnDemand's Terms and Conditions;
- DNS Propagation;
- Outages elsewhere on the Internet that hinder access to your account or services. NRC|OnDemand is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. NRC|OnDemand will guarantee only those areas considered under the control of NRC|OnDemand: NRC|OnDemand server links to the data center Internet feeds, NRC|OnDemand routers, and NRC|OnDemand servers.

Service Credit Process

In the event customer qualifies for a Service Credit, the following process will be used:

- **Filing Period:** Service Availability claims must be submitted to NRC|OnDemand within two weeks of event occurrence.
- **Claim Process:** Customer must submit the required information by email to: billing@nrcondemand.com.
- **Policy Claim:** NRC|OnDemand reserves the right to change, amend, or revise this policy at any time.

Required Information

1. Organization name
2. Administrative Contact's name and contact information
3. Date and beginning/end time of outage
4. Brief description of the characteristics of the outage

Data Migration & System Customizations

Data migrations and system customizations are not covered by this agreement. Should the customer have complex data to migrate into the applications or require customizations to applications, NRC|OnDemand staff will work with the customer to provide a statement of work and related cost estimate for NRC|OnDemand staff to complete the data migration.

Ownership of Data

All data created by the customer and/or stored by the customer within NRC|OnDemand's applications and servers are considered by NRC|OnDemand to be your property and is for your exclusive use unless access is permitted by the customer. NRC|OnDemand makes no claim of ownership of any web server content, email content, or any other type of data contained within the account holder's server space and applications on NRC|OnDemand's servers, unless NRC|OnDemand has a good faith belief that such content or data is owned by NRC|OnDemand, its agents, affiliates or vendors.

Client Responsibilities

Microsoft Dynamics CRM 4.0 Customers

To access our services, the customer must provide, at minimum:

- An Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading;
- A fully functional Internet browser.

Microsoft Dynamics CRM 4.0 Outlook Client

NRC|OnDemand will provide software and documentation to enable the customer to install the Microsoft Dynamics CRM Outlook client. The customer is responsible for the installation of the Microsoft Dynamics CRM 4.0 client on the customer's computers, and NRC|OnDemand shall not be responsible for the support of the customer's desktop environment.

To use the Microsoft Dynamics CRM 4.0 Outlook Client, all computers that you'd like to install the client on must meet the following operating system requirements:

- **Operating System:**
 - **Minimum:** Windows XP Professional Edition with SP2 installed
 - **Recommended:** Microsoft Vista Professional Edition*
*Windows Vista Home Edition is not supported.
- **Email Client:** Your computers must have licensed copies of Microsoft Outlook 2007 installed on them in order to use the Outlook plugin and work in Offline Mode.

Microsoft Exchange 2007 Customers

To access our services, the customer must provide, at minimum:

- An Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading;
- A fully functional Internet browser;
- Microsoft Outlook for MAPI connections to Exchange server.