



# SERVICE LEVEL ASSURANCES

EFFECTIVE JUNE 1, 2019



**TITAN**  
SCHOOL SOLUTIONS

TITAN School Solutions, Inc. (“TITAN”, “we” or “us”) offers certain products and services aimed at K-12 school Clients (the “Services”) that may be accessed through TITAN’s website located at <https://www.titank12.com> and all associated sites linked to <https://www.titank12.com> (collectively, the “Sites”) or TITAN’s mobile applications (the “Apps” and collectively with the Sites, the “TITAN Properties”).

We understand the importance of ensuring consistent, high-quality access to TITAN’s website to Clients (collectively, the “Districts”, “Schools”, “you” or “your”) that subscribe to our Services. This Service Level Assurances (“SLA”) Agreement describes our commitment to meeting reliable service measures and provides our obligations in the event of not meeting performance guarantees.

## SERVICE LEVEL ASSURANCES

### 1.0 Scope

This Service Level Assurances (“SLA”) is incorporated into the Agreement between TITAN School Solutions, Inc. (“TITAN”) and the Client having an active subscription to our Services. Capitalized terms not otherwise defined herein will have the meaning given them in the Agreement. The TITAN Services are delivered pursuant to the Master Subscription Agreement (“MSA”).

### 2.0 Obligation and Metrics

Subject to the conditions specified in this SLA, TITAN will meet the performance standards and service levels (each a “Performance Level”) during the specified periods (each a “Measurement Period”) that are set forth below with respect to the Services under the Agreement. “Peak Hours” shall mean between the hours of 6 AM and 6 PM, Central Standard Time; “Non-Peak Hours” shall mean the remaining hours of the day.

TITLE	PERFORMANCE LEVEL		MEASUREMENT PERIOD	REVIEW PERIOD
Availability	99.9% Peak Hours 99.9% Non-Peak Hours		Monthly	Quarterly
Support Response Times	Level 1	30 minutes	Each Request	Quarterly
	Level 2	3 hours		
	Level 3	3 - 6 hours		
	Level 4	6 - 8 hours		
Support Status Updates	Level 1	1 hour	Each Request	Quarterly
	Level 2	Every 2 hours		
	Level 3	Once every other day		
	Level 4	One each week		

### 3.0 Performance Definitions

The following define the performance standards stated in Section 2:

#### a) Software and Online Availability

The applications will be available and operable for access and use by Client and its Users for at least the Performance Level for each Measurement Period (“Software and Online Availability”). TITAN is a hosted service for teachers, students, parents, caregivers and administrators delivered via the internet. TITAN will be available 99.9% of the time. The percentage of uptime (“Availability”) is measured on a monthly basis but reported quarterly as the SLA Measurement. Maintenance will be performed during non-peak times. Normal maintenance is generally scheduled for Monday through Friday, 12 AM – 2 AM Central Time and Sunday mornings from 3:00 AM – 7:00 AM, Central Time and on federal holidays. Titan will have no liability for lack of availability due to: (i) errors in the electronic files provided by the Client containing the Client Data, or (ii) unauthorized use or misuse by the Client or anyone using any of the Client passwords, provided that TITAN has taken reasonable steps to protect the TITAN Services from unauthorized access, intrusion, and disruption and (iii) circumstances beyond its reasonable control due to applicable laws, natural calamities, acts of God, threat of wars, riots, strikes, and acts of Government.

#### b) Support Response Times

For Level 1 and Level 2 issues during support hours as specified in Section 3 of the Agreement, the designated TITAN support personnel will communicate to the designated Client personnel that such personnel has received Client’s notice of a request for Support Services within the applicable Performance Measure for the applicable Priority Level for each Measurement Period (each a “Support Response Time”), which Performance Measure is calculated from the time that the request is submitted to TITAN using TITAN’s reasonable reporting procedures. Priority Levels for the Support Response Time and the Support Status Update Performance Measures are as follows:

TITLE	DEFINITION
Level 1	Any failure that causes TITAN to be unavailable to the Client (except as designated in Section 4 of this SLA).
Level 2	Any failure that materially hampers the availability to the Client of the TITAN system (except as designated in Section 4 of this SLA).
Level 3	Any failure occurring more than once within the span of a week that does not conform to the Agreement but does not cause the TITAN to be unavailable or materially hamper the availability of the TITAN system to the Client.
Level 4	Any other Support Services request not specified above.

### c) Support Status Updates

During support hours as specified in Section 3 of the Agreement, the designated TITAN support personnel will communicate via email to the Client personnel, i.e., Child Nutrition Director, the then-current status of a request for Support Services within the applicable Performance Measure for the applicable Priority Level 1 and Level 2 issues for each Measurement Period from the Support Response TITAN for the request until TITAN has adequately remedied the issue or determined that the issue is outside of the scope of the TITAN Support Services (each a "Support Status Update").

### 4.0 Performance Level Calculation

For the "Availability" Performance Level, which is expressed as a percent of time, the Performance Level is calculated by dividing the number of minutes for which the Performance Level is achieved during Peak Hours or Non-Peak Hours (as defined) by the total number of minutes during the Measurement Period and multiplying by 100. Any outage that exists as a result of a network infrastructure failure outside of TITAN's physical environment or control will be excluded from calculations of Availability, and not considered downtime for the purposes of this SLA. For all Performance Levels other than the "Availability" Performance Level, each failure to achieve the Performance Level requirement will be an "incident." The following reasons or causes will be excluded from all aspects of the calculation of a Performance Level: (a) normal maintenance conducted by TITAN, or if without, provided justification for emergency maintenance has been provided and acceptable to the Client; and (b) events outside of the reasonable control of TITAN or its agents, contractors or service providers.

### 5.0 Reporting

For any service outage or incident during the applicable review period ("Review Period"), Client must provide detailed information to TITAN. This data includes date and time of incident, type of outage or problem, methods used to communicate problem, and time when normal service was resumed.

## 6.0 Remedies

If within the defined Review Period, TITAN fails to satisfy a Performance Level, the Client will have the remedies specified below. If TITAN fails to achieve the Performance Level more than three times in a single month, or in any three months during the then-current Initial Term or Renewal Term, except during defined maintenance windows, the Client may terminate the Agreement for material breach as provided herein. If the Client remedy is a credit, TITAN will provide the Client a credit against fees due or becoming due under the Agreement. If no fees are due or are to become due, TITAN will make a payment as specified below, payable within 30 days of receiving notice of a failure to satisfy a Performance Level; provided, however, the total amount of credits for any Review Period will not exceed the total fees or prorated portion thereof for that Review Period. These are the sole and exclusive remedies for TITAN's failure to satisfy a Performance Level.

PERFORMANCE LEVEL TITLE	REMEDY
Services Availability - Peak Hours	6% of the prorated monthly amount of the yearly Fees for the first 0.1% below Performance Level and an additional 6% of the prorated monthly amount of the yearly Fees for each percentage point below Performance Level thereafter.
Support Response Times	1/30 of the Prorated Fees for each Review Period for each 3 instances (as documented by the Client) in which the Performance Level at Level 1 or 2 has failed.
Support Status Update	1/30 of the Prorated Fees for each Review Period for each instance in which the Performance Level at Level 1 or 2 has failed, but no more than a quarter of the prorated monthly amount of the yearly fees for any one day.

## CONTACT INFORMATION

If you have any questions about this Policy, you may contact us at the following addresses:

TITAN School Services, Inc.

19900 MacArthur Blvd.

Suite 100

Senior VP of Operations

info@titank12.com