



EXHIBIT D

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) does not become operative until Client has signed off on the Implementation Acceptance Form and Client's portal is live on OptifiNow’s production environment. For clarity, this SLA applies only to Client’s live, as-implemented authorized usage of the Software from OptifiNow’s servers. This SLA is incorporated by reference to the OptifiNow License and Services Agreement between OptifiNow and Client.

This Service Level Agreement (“SLA”) sets forth the details regarding the level of service and technical support for OptifiNow (the “Application”) that apply when Client’s account is in good financial standing.

1) Downtime

- a) For purposes of this SLA, a Unit of Downtime is one period of at least four hours during which the Application is unavailable because of problems with or the unscheduled maintenance of OptifiNow hardware or system software. Downtime does not include (i) problems caused by factors outside of OptifiNow’s reasonable control, (ii) problems resulting from any actions or inactions by Client or any third party, (iii) problems resulting from Client’s equipment and/or third party equipment not within OptifiNow’s sole control, or (iv) network unavailability during scheduled maintenance of OptifiNow network and/or servers.
- b) In any calendar month, OptifiNow guarantees that Downtime will not exceed two Units of Downtime excluding, however, regularly scheduled maintenance. Any regularly scheduled maintenance will be performed during the hours of 5:00 pm and 5:00am PST. OptifiNow works to ensure the functioning of all network infrastructures through continuous monitoring by OptifiNow staff.
- c) If Downtime exceeds two Units of Downtime in any calendar month, OptifiNow will, upon Client’s written request, credit Client account (a “Downtime Credit”) in an amount equal to the pro-rata price for one (1) day of service, for each Unit of Downtime as that term is defined herein.
- d) To receive Downtime Credit, Client must request such credit by sending an email to support@optifinow.com within seven (7) days after the occurrence of Downtime. The aggregate maximum number of Downtime Credits to be issued for any and all instances of Downtime occurring in a single calendar month will not exceed two (2). Downtime Credits will be applied upon issue of the first invoice following the request for Downtime Credit, unless the Downtime occurs in the final month of service. In such case, a refund for the dollar value of the Downtime Credit will be mailed to Client within sixty (60) days of the expiration of the service agreement.

1) Technical Support

- a) For all Downtime, OptifiNow technical support staff will be available to assist Client with problems and questions regarding the Application. OptifiNow will supply telephone



and/or email support between 7:00am and 6:00pm Monday – Friday PST (excluding United States federal holidays). The foregoing response shall not apply to Downtime occurring outside of Business Hours, such as evenings, Saturdays, Sundays, and United States federal holidays (collectively, “After Hours”). While OptifiNow may be able to rectify such After Hours Downtimes prior to normal Business Hours, customarily any After Hours Downtime reported by Client to OptifiNow shall be addressed on the next day during which Business Hours occur.