

Net Worth Strategies, Inc.
StockOpter.com Service Level Agreement
 Updated September 6, 2013

Net Worth Strategies, Inc. (“NWSI”) shall use all reasonable commercial efforts to ensure that the StockOpter.com (“SO”) web solution is operating and available to Customers 99% of the time in any calendar month. The following document details the desired product standards and the resolution and escalation process should any issues arise.

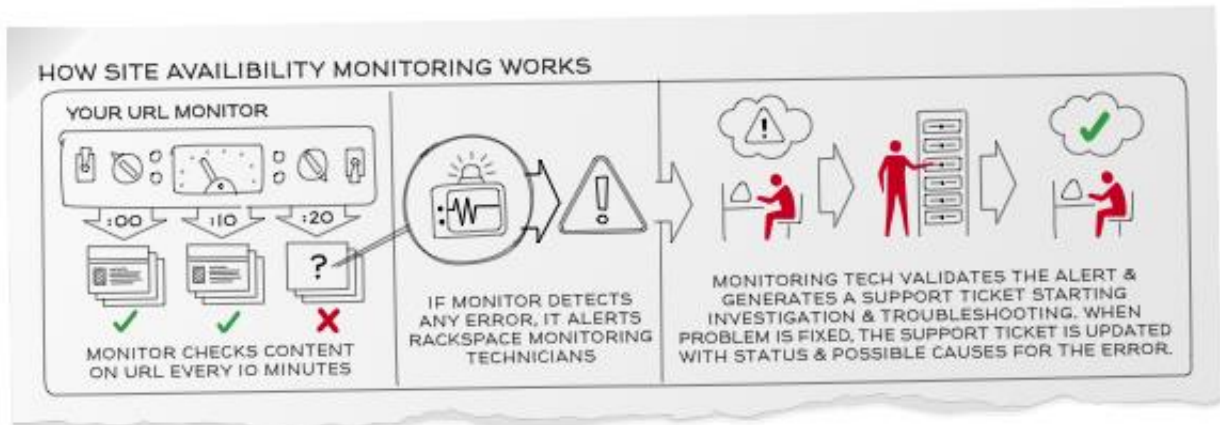
Performance Standards

- NWSI will maintain SO in good working order such that it is accessible by Authorized Users seven (7) days a week, twenty-four (24) hours a day, three-hundred-and-sixty-five days per year except only for brief periods of scheduled maintenance (Maintenance”), which shall be planned for two (2) hours or less per day, and for any emergency repairs. The schedule for planned maintenance will be posted on the home page of StockOpter.com

NWSI will monitor the following metrics and use commercially reasonable efforts to meet, or exceed, the Performance Targets stated below. Critical Business Hours (“Critical Business Hours”) shall mean 7:30 am to 5:00 pm Monday through Friday, Pacific Time.

System Availability (monthly average availability)	Performance Target	Minor Failure Threshold	Major Failure Threshold	Critical Failure Threshold
Critical Business Hours	=99%	<97%	<95%	<93%
Non-Critical Business Hours	=96%	<94%	<92%	<90%

Test Methodology: System availability will be measured by the NWSI hosting facilities. The hosting facilities will test a StockOpter.com web page for its availability (not just pinging a single port), and search the page for a predefined string of text. If the page is not available or does not contain the desired text, an alert is immediately sent to NWSI. Historical reporting of the results can be provided to Customers as requested.



System Response Time (monthly average page load in seconds)	Performance Target	Minor Failure Threshold	Major Failure Threshold	Critical Failure Threshold
Calculation intensive	=10 seconds	<13 seconds	<16 seconds	<20 seconds
Non-calculation intensive	=5 seconds	<7 seconds	<10 seconds	<15 seconds

Test Methodology: The response time performance metric is intended to reflect SO performance as measured by a system just beyond the NWSI ISP, in terms of network proximity or number of hops. The page load response time is defined as the amount of time from the point when a request is initiated to the time the first byte of the result is received. Large reports or importing data files for example, may legitimately exceed these goals by virtue of requiring a significant amount of data to transfer prior to the resultant page rendering.

If a customer has response times in excess of these goals, NWSI will initiate tests as needed to ascertain the cause of the poor performance. NWSI will not be responsible for delays that are caused by Customer network or other Customer-related problems. Further, operations requiring data from third party applications or source outside of NWSI's control fall beyond the scope of this performance target.

2. If the Customer elects to use a third-party monitoring service with respect to one or more Performance Metrics, it may do so at its own expense. NWSI agrees to reasonably cooperate in the implementation of such third party monitoring. NWSI shall provide electronic reports to verify performance and compliance with these Performance Metrics as required/requested by Customer.
3. NWSI will maintain sufficient server capacity for SO to ensure that Authorized Users can fully use the site without deviating from the aforementioned performance targets.
4. NWSI will perform major new feature or functionality enhancements to the Product, new servers, and upgrades to software associated with servers that require taking one or more servers off-line (a "Major Upgrade") with 24-hour advance notice to Customers. Such maintenance will not occur between the hours of 8:00 am, and 5:00 pm Pacific Time, unless essential to the successful completion of the Major Upgrade. If a Major Upgrade will leave SO inaccessible or without its full functionality for more than eight (8) hours customers will be notified of this event on a timely basis.
5. NWSI and NWSI service-providers will provide daily encrypted backups. Special backup capabilities will be available for an additional fee.

Support Standards

1. NWSI and NWSI service-providers will provide configuration, setup, and installation of all hardware and software required for the SO web-site to function.
2. NWSI and NWSI service-providers will provide all ongoing configuration and servicing of all SO-related hardware and software, as well as all configuration, setup, and installation for the SO-related telecommunications equipment and services.
3. NWSI will provide management of and changes to all files and tables associated with the databases and applications used in connection with the Product.
4. NWSI will provide second level support to the Customer support center. Customer will field the first line of support for Authorized Users who will be directed to an internal Customer help desk and who will not call NWSI directly. Second level support will be provided by NWSI to designated Customer agents who can call NWSI to resolve issues on behalf of Authorized Users. Customer will provide a list of agents who are authorized to contact NWSI. NWSI will provide a contact/s specifically for addressing Customer questions. This contact/s will be available Monday-Friday, 8 am – 5 pm Pacific Time.

Resolution

The resolution reporting mechanism, details, and targeted maximum time to address each severity level are provided in the table below. NWSI shall use commercially reasonable efforts to resolve issues based on severity level assigned. The Customer and NWSI may mutually agree upon a change in a temporary or permanent resolution time.

SEVERITY LEVEL	DESCRIPTION	STATUS REPORTING	INITIAL RESPONSE	TEMPORARY RESOLUTION TIME	PERMANENT RESOLUTION TIME
1 BUSINESS CRITICAL	Access to and use of SO is so significantly degraded that a reasonable person would determine that there is an immediate or imminent inability of all Authorized Users to access the Product and the cause is within NWSI's control.	These issues must be reported to NWSI's Support Team. These issues will be worked on until a resolution is provided. Customer support personnel will be provided status updates as requested.	Within 30 minutes (from Customer telephone call to NWSI Support Team indentifying the problem, to response to Customer from NWSI personnel)	24 hours	3 calendar days or as mutually agreed upon by the Customer and NWSI
2 HIGH	Access to and use of the Product is significantly degraded and is unable to meet the functional specifications, seriously affecting the overall operation of SO. A good example would be the failure to meet the Performance Standards outlined previously in this document.	These issues must be reported to the NWSI's Support Team. These issues will be worked on until a resolution is provided. Customer support personnel will be provided status updates as requested.	Within 2 hours (from Customer telephone call to NWSI Support Team indentifying the problem, to response to Customer from NWSI personnel)	2 business days	5 business days or as mutually agreed upon by the Customer and NWSI
3 MEDIUM	The Product is operational although minor functions or processes are not meeting specifications, and there are no alternative means of accessing these minor functions, but these failures do not seriously affect the ongoing operation of Customer's business.	These issues will be worked on during normal business hours (9 am-5 pm Pacific Time)	Within 4 hours (from Customer telephone call to NWSI Support Team indentifying the problem, to response to Customer from NWSI personnel)	5 business days	10 business days or as mutually agreed upon by the Customer and NWSI
	The Product performs according to applicable specifications and the	Level 4 issues will be worked on during normal	Within 5 business days (from Licensee	10 business days	The later of 30 business days or next update of

<p style="text-align: center;">4 LOW</p>	<p>problem is one that is cosmetic in nature or is a minor problem that does not impact Licensee’s business. This shall include, but is not limited to, items meeting the Minor Failure Threshold as defined in Section A of these SLS</p>	<p>business hours (9am-5pm Pacific Time)</p>	<p>telephone call or email identifying the problem to response to Customer from NWSI personnel)</p>		<p>the program.</p>
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Escalation

- In the event of any failure by NWSI to comply with any Resolution Times set forth above, Customer shall be entitled to invoke the escalation process set forth below in order to expedite the complete resolution of a problem. The parties agree that such escalation procedures may also be used to resolve disputes under this Product License Agreement pertaining to the classification of a problem. Escalation contacts and frequency are provided for each severity level and escalation level in the following table.

ESCALATION				
SEVERITY LEVEL	Escalation Level	Frequency	ESCALATION CONTACTS	
			NWSI	Customer
1 BUSINESS CRITICAL	1 ST Escalation	Within 2 hours	Support Team	Business and Technology Support Owners (project manager level)
	2 nd Escalation	Within 4 hours	Project Manager/ Account Manager	Business and Technology Support Owners (Director Level)
	3 rd Escalation	Within 8 hours	Business Head	Business and Technology Support Owners (Vice President level)
2 HIGH	1 ST Escalation	Within 24 hours	Support Team	Business and Technology Support Owners (project manager level)
	2 nd Escalation	Within 48 hours	Project Manager/ Account Manager	Business and Technology Support Owners (Director Level)
	3 rd Escalation	Within 72 hours	Business Head	Business and Technology Support Owners (Vice President)
3 MEDIUM	1 ST Escalation	Within 5 days	Project Manager/ Account Manager	Business and Technology Support Owners (project manager level)
	2 nd Escalation	Within 10 days	Product Manager	Business and Technology Support Owners (Director Level)
	3 rd Escalation	As agreed	Business Head	Business and Technology Support Owners (Director level)
4 LOW	1 ST Escalation	As agreed	Project Manager/ Account Manager	Business and Technology Support Owners (project manager level)
	2 nd Escalation	As agreed	Product Manager	Business and Technology Support Owners (Director Level)

Specific contact information will be provided by NWSI to Customer upon execution of a Product License Agreement.

Security Standards

1. NWSI will take reasonable precautions to ensure that no viruses or similar items are introduced into the SO.
2. NWSI will promptly advise the Customer Product Manager of any significant errors, bugs, or other defects detected in connection with SO that are likely to impact any Authorized Users.
3. NWSI will promptly correct all such errors, bugs, or other defects that are material to the operation of SO and will promptly advise the Customer Product Manager as to when such corrections have been completed.