



SERVICE LEVEL AGREEMENT (SLA)

BY AND BETWEEN

DATAPPOINT U.S.A., INC.
8122 Datapoint Drive
Suite 300
San Antonio, TX 78229
U.S.A.

(Hereinafter called the "Company")

AND

<customer name>
<street>
<city, state, zip>
<country

(Hereinafter called the "Customer")

Effective as of 1st day of <month year>

For the support of
The RMS Operating System Environment
And Associated Components

Master Reference #SLA_<cust prefix><yyyymmdd>

Effective as of <month> <day>, <year>
Revision: n.n

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ATTACHMENT Software Licensing Agreement

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1. INTRODUCTION

This Service Level Agreement (SLA or Agreement) document describes the general scope and nature of the services the Company will provide in relation to the System Software (RMS Operating System and related components) used by the Customer.

This document and associated attachments is unique per Customer and defines the support services to be provisioned during the period specified and the associated fee schedules.

This document is pursuant to the License Agreement under which the Customer uses the System Software.

1.1 DEFINITIONS

In this Agreement and associated documents, the following expressions have these meanings set against them:

Customer	<customer name>
Company	Datapoint U.S.A., Inc.
Application Software	Other programs operated on the Company's system where either: i) supplied by the Company under separate agreement with the Customer ii) supplied by a third party or developed by the Customer for his own use, insofar as they are intended to integrate with or use System Software or Application Software previously supplied by the Company.
Assignment	The response by the Company to a request for Support assistance
Fault Condition	A fault condition is one in which the expected operation of a product fails due to improper design. A fault condition would not include requests by the Customer for functional enhancements nor modifications of the existing design to overcome limitations of a particular product.
Pre-booked (Ad-Hoc) Services	Services requested by the Customer which are not included within the scope of the Agreement. Additional charges will apply based upon the Service Fee Schedule section.
Support	Technical expertise in use of the System Software that is provided by the Company's staff or agents
Supported Products	The components covered by the services described within this Agreement are defined within the Supported Products section.

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System Software

All programs supplied by the Company under separate agreement with the Customer in their original state, which form a necessary part of the system operation – i.e. operating software, firmware, program compilers, etc. together with the configuration files and utilities necessary to operate them. Refer to the Supported Software Products for the schedule of products associated with this Agreement.

1.2 DOCUMENT OBJECTIVES

The objective of this Agreement is to document the procedures used by the Company for providing services to the Customer and the cost of those services. The Agreement also documents the process for ensuring that calls are dealt with on a priority basis and that there are agreed levels of escalation and review.

Specifically, this document addresses:

- range and scope of the service to be provided
- procedures to be observed
- target response times to calls
- call priority system
- escalation process
- additional services to be provided
- cost of services

1.3 SCOPE OF SERVICE PROVIDED

The service is undertaken by the Company's personnel, who are conversant with the systems to be supported. Support services provided by the Company to the Customer will be in accordance with any agreed procedures.

Support services may be carried out by:

- site visits, as required, by the Company;
- remote diagnostics and support by the Company, via a remote connection link to the Customer's systems;
- remote telephone and/or e-mail support by the Company;
- support from the system and/or component manufacturer, if appropriate.

1.4 SUPPORT WARRANTY

The Company will give the Customer support under the terms of this Agreement for System Software running on the Customer's systems as defined within the Supported Products section.

The Company will provide services under the terms of this Agreement using competent staff to provide such services. However the following also applies:

- The Company cannot guarantee particular staff being used on any Assignment. The Company will take all reasonable steps to ensure that staff supplied is best suited to deal with each Assignment.
- The Company cannot supply staff having a specific familiarity with the Customer's Applications Software.
- It may be necessary for other Company personnel to become involved in a particular Assignment on an escalation basis.
- No specific time constraints can apply to the provision of a solution to an assignment, especially when changes to any System or Application Software programs become necessary.
- No guarantees to provide a solution can be given.

The Customer recognizes that some System Software may have design limitations, which should not be considered a fault condition. The Company in such instances will attempt to provide an alternative solution to minimize the impact of such design limitations, if possible.

The Company will ensure on all Assignments that the re-establishment of a working system is of first importance.

1.5 FORCE MAJEURE

The Company shall not be liable for any failure to comply with, or for any delay in, the performance of its obligations hereunder where such failure or delay is indirectly caused by, or in any manner arises or results from, events beyond the control of the Company. These events shall include, but not be restricted to, governmental action, industrial dispute, labor shortage, delay or failure of any supplier or contractor. If any such event shall continue for more than 90 days, either party may terminate the contract in respect of Services not yet delivered

1.6 SOFTWARE LICENSES

The Company will provide all licenses, access codes and associated software required to enable the Customer to use the Software in accordance with the terms and conditions set out in the Software Licenses Agreement.

1.7 INSOLVENCY

In the event that the Customer shall become insolvent or shall become unable to pay his debts as they become due, or in the event of appointment of creditors, or of a receiver, or in the event of any similar situation arising the Company may elect to cancel any unfilled part of the contract and the Customer shall pay the Company's costs up to the point of cancellation.

In the event of the Company filing for Chapter 7 Bankruptcy, Customer will be granted a non-transferable, non-exclusive, and irrevocable license to the Company software, provided under this Agreement, to support Customer's continued operations using the licensed software.

1.8 ARBITRATION

If at any time any question, dispute or difference whatsoever shall arise between the Company and the Customer upon, in relation to, or in connection with, the Agreement, either of the parties may give to the other notice in writing of such question, dispute or difference and the same shall be referred to the arbitration of a person to be mutually agreed upon. In the event the parties cannot agree, arbitration shall be administered through the American Arbitration Association (AAA). The Customer and Company agree that any arbitration hearing shall be conducted in San Antonio, Texas.

1.9 APPLICABLE LAW AND JURISDICTION

The contract shall be in all respects construed and will operate as a United States contract and in conformity with United States law. The State of Idaho shall be the court of jurisdiction. All legal fees, including reasonable lawyer fees and court fees, will be paid to the prevailing party by the unsuccessful party.

1.10 PERSONNEL

Both parties undertake not to make any offers of employment to each other's employees that work on the system during the implementation of this Agreement and within twelve months after completion thereof.

1.11 CONFIDENTIALITY

The Company shall not (and shall use its best endeavors to require that its employees shall not) during this Agreement or any time thereafter divulge or communicate to any person other than to officers or employees of the Customer whose province it is to know the same or on the written instructions of the Customer any information concerning the Customer's trade secrets, manufacturing processes or the business accounts finance or contractual arrangements of the Customer or its other dealings, transactions or affairs which may come to its knowledge during this Agreement.

All records tapes and documents, and any copies thereof relating to the business of the Customer in the possession of the Company's employees or under its control shall be and remain the property of the Customer and shall be delivered to it upon request from the Customer or upon termination of this Agreement The Company undertakes that its employees shall take all

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reasonable steps to ensure the security of the Customer's systems and premises is not compromised and will comply with all security directives made known to them by the Customer.

1.12 MISCELLANEOUS

It is understood and agreed that the Service Level Agreement, along with the associated attachments and exhibits, shall contain the entire understanding between the parties relating to the subject matter hereof and that any representation, promise or condition not contained herein shall not be binding on either party.

The aforementioned documents shall be binding on the parties hereto, their successors and assigns, provided however that these documents may not be assigned, transferred or hypothecated by either party, in whole or in part, directly or indirectly without the prior written consent of the other party.

2. SERVICES

The Company offers a variety of services designed to assist with the operation of the Customer system configurations. The basic service groups are described within this section.

2.1 SUPPORT SERVICES

During normal business hours, a basic Support Services facility is provided to assist with issues of an operational or administration nature encountered during use of Supported Products by the Customer. The Customer would contact the Company's Support Services via telephone or e-mail. Extended hours of telephone support coverage will be provided as detailed with the Additional Services section of this document.

2.2 CONTINUOUS SOFTWARE MAINTENANCE UPDATES

As software maintenance updates become available, the Company will make such updates available to the Customer at no additional charge for the duration of this Agreement. Software maintenance updates may be released either as a stand-alone product pre-release, or as part of a consolidated software maintenance release package. Generally, these updates will be distributed electronically via email, or made available via the Company's web site.

The Company will provide telephone assistance, as necessary, to assist with implementation of the software updates.

Software maintenance updates generated by the Company are intended for active support service subscribers. If an active support service agreement does not exist for a given product, an upgrade charge will apply.

2.3 SYSTEM AND/OR SOFTWARE CONFIGURATION SUPPORT

The Company will provide assistance, as necessary, to assist with operating system and/or software configuration of the Customer's systems. This is normally performed by remote access to the Customer's systems. These services are scheduled in advance to ensure that normal operation of the Customer's systems is not adversely affected.

2.4 HARDWARE SUPPORT

The Company will assist with isolation / resolution of issues affecting use of hardware / server components. These efforts may include working with the original manufacturer and/or designated service representative. Assistance provided, may be subject to charges using either the Pre-Booked or Standard Service rates.

3. ADDITIONAL SERVICES

For each of the services listed within this section, an annotation will follow to indicate the service level to be provided within the scope of the Agreement. If the Customer desires a service not listed within this section, the Company will review the Customer's requirements and advise if the desired services can be provided.

3.1 EXTENDED TELEPHONE SUPPORT COVERAGE

The Company may provide extended telephone support coverage beyond the normal operational hours. If this service is selected, the Company will define within the Agreement the hours of the extended telephone support coverage, and the process to be used when requesting these services.

Service Level: This service is not covered within the scope of this Agreement.

An example of extended telephone support coverage follows:

Day of Week	Hours (Central Time)	Hours (local time)	Priority Levels allowed
Monday – Thursday	18:00 – 08:00 hours	17:00 – 09:00 hours	P1 or P2
Friday	08:00 – 12:00 hours	09:00 – 13:00 hours	Any priority level
All other times			P1

The above schedule defines when the Customer may contact the Support Services group for reporting of issues to the Company. For telephone calls not immediately answered, the Customer will be requested to leave a message in the support voice mailbox. The Company will provide the initial call back within one hour of placement of the call by the Customer.

3.2 PREVENTATIVE MAINTENANCE

While most current systems provided by the Company require little, or no, preventative maintenance - a program of Preventative Maintenance activities may be carried out by a Company representative for the installed equipment as indicated by the manufacturer. However, it should be noted that some routine maintenance may be carried out during site visits for corrective maintenance or other purposes.

Service Level: This service is not covered within the scope of this Agreement.

3.3 HOUSEKEEPING

The Customer may request that the Company carry out on their behalf a program of system backups to be performed on a scheduled basis.

The precise nature of the number, type and frequency of backups to be performed, in addition to the storage, rotation and provision of tapes, logging procedures etc., is to be mutually agreed.

This task will be performed by the Company at times mutually agreed between the Company and the Customer site contact responsible for the applicable system.

Service Level: This service is not covered within the scope of this Agreement.

3.4 SYSTEM AUDITS

The Customer may request that the Company carry out on their behalf a program of system health checks on a scheduled basis. The primary purpose of these audits is to monitor the system performance and capacities and to notify the Customer of any current or impending issues. The precise nature of these checks is to be mutually agreed.

This task will be performed via a remote link by customer support staff at times mutually agreed between the Customer Support Manager and the Customer site contact responsible for the system.

Service Level: This service is not covered within the scope of this Agreement.

3.5 ON-SITE CONSULTANCY / SUPPORT SERVICES

On-site consultancy and/or support services can be provided. The nature of these services can be flexible and are to be defined by the Customer. The services provided could address such topics as fault analysis, system optimization system re-engineering. Additionally the Company is able to provide business consultancy on a wide range of systems related topics.

Service Level: Unless agreed to in advance, on-site visits undertaken as part of this Agreement may be subject to charges using the rates identified in the Service Fee Schedule section of this Agreement. Reimbursable expenses would include:

- actual travel expenses incurred for airfare, hotel, meals, and local transportation;
- cost of manpower for all time spent on-site, plus travel time. Service rates would be at the Pre-booked rate (where pre-booked or where the visit relates to the resolution of a Support Call previously placed) or at the Company's standard published rate (all other visits);
- other necessary and appropriate business expenses, as incurred.

3.6 SYSTEM ADMINISTRATION

For systems where there is no on-site System Administrator, the Company can provide an administration service via remote access to the system. This service is only available by prior negotiation.

Service Level: This service is not covered within the scope of this Agreement.

3.7 TRAINING

The Company is able to provide tailored courses based upon specific requirements of the Customer. These courses can cover all aspects of maintenance, operation and administration in respect to the solutions provided by the Company. These courses can be delivered either on site or at the Company's offices, covering all aspects of system operation and administration.

Service Level: This service is not covered within the scope of this Agreement. Quotes for training services will be provided as requested.

3.8 APPLICATION SUPPORT

The Company can provide application support services on behalf of the Customer. Such services would allow for maintenance and debugging efforts associated with existing applications. Application development efforts associated with existing applications, or the development of new application interfaces would require generation of a Professional Services Request (PSR). The PSR would define the scope of the work efforts to be performed and the associated charges. The Company may offer additional support services to assist with the operational requirements of the Customer with operation.

Service Level: This service is not covered within the scope of this Agreement.

3.10 PRE-BOOKED SERVICES

The Pre-Booked Services option is to be used when a service is requested by the Customer that is not covered as a defined item within the Agreement. Efforts allocated to Pre-Booked Services will only be undertaken at the explicit request of the Customer.

Pre-Booked Services is encouraged for all services anticipated outside of this schedule. All further involvement is chargeable at the Company's standard service rates. Efforts associated with resolution of reported faults will be performed under terms of this Agreement, and would not normally count against the Pre-Booked Service time.

Service Level: This service is not covered within the scope of this Agreement.

4. CALL PROCEDURES

In order that the Company may provide the highest possible level of service to resolve an issue, in a timely and appropriate fashion, it is essential that the Customer observe the correct procedures in respect to reporting an issue. This section describes the procedures relating to the reporting of support calls to the Company.

4.1 CALL REPORTING

Service calls may be reported to the Company using the following contact information:

+1.210.614.9977 extension 4

or

Email: support@datapointusa.com

Note: If staff from the Support Services group is not immediately available to answer the telephone, an opportunity to leave a voice message will be provided. For messages received after normal business hours, the voice mail message will generate a page to the on-call member of the Support Services group. A call back should be received within one hour of placing the service call during the hours of support covered by this Agreement.

In order to respond to a fault call in a timely and appropriate fashion, when placing a service call, the Customer will be asked for the following information:

- Customer Name
- Any corresponding tracking number in use by the Customer
- Name of person reporting the fault
- Name of person to be contacted on site (if different from above)
- Telephone number/extension of site contact (if after hours, ensure that the number provided is accessible)
- System(s) affected
- Brief description of the fault symptoms
- Priority of call required

On placing a service call, the Company's Support Services group will allocate a unique tracking number which will be given to the Customer and this should be quoted on any future communication regarding the fault.

The Company's Support Services group should be used as a central contact point for fault progression and escalation.

4.2 CALL PROGRESS

Once a call has been received by the Company from the Customer, the Company will contact the Customer to establish the exact nature of the problem and begin the fault resolution process.

The Customer will be kept informed of progress on the call, including what action has been taken to resolve the problem and the time the call was closed.

4.3 CALL CLOSURE

When the problem has been resolved, the call will be closed on the Company's call tracking system and the Customer will be informed of the following:

- The time and date the call was closed by the Company
- A brief description of the action taken

5. CALL PRIORITIES

A system of service call priorities is used by the Company. Any of the call priorities defined below can be set by the Customer when reporting a fault. However, the default used is as follows:

When placing the service call, the Customer will be asked if there is a major system impact. If the answer is *YES*, a **P1** will be allocated. If the answer is *NO*, a default **P2** will be allocated, or if more appropriate, a **P3** or **P4** as defined below:

5.1 PRIORITY P1 (CRITICAL)

A Priority **ONE** call is used for system faults where there is a major impact on normal operation of the system. The Company will immediately begin work on a P1 call, with the immediate goal of restoring normal operation to the system via a fault correction or a satisfactory work-around. Misuse of this priority affects the ability of the Company to respond to genuine P1 calls.

5.2 PRIORITY P2 (URGENT)

Priority **TWO** calls are used for system faults where normal system operation is affected to some degree and a satisfactory work-around is not available. The Company will use best endeavours to respond to the call in the times stated in Response Times section of this document. In most cases, it is normal for the Company to respond in faster times than those stated.

5.3 PRIORITY P3 (STANDARD)

Priority **THREE** calls are used for system faults where a fault was detected, but normal operation is not affected. This priority of call is the default for all service calls which do not involve a hardware related fault. For software related issues, this priority allows for work to be scheduled as part of a planned maintenance update.

5.4 PRIORITY P4 (ENHANCEMENT REQUESTS)

Priority **FOUR** calls are used when an enhancement request is made for potential modifications to System Software.

6. RESPONSE TIMES

The priority of the call will, to some degree, dictate the most appropriate action for any given fault call, ensuring the minimum of disruption to the user and providing the early involvement of the Company's management where problems are of a more serious nature.

6.1 RESPONSE DEFINITIONS

The Company will use its best endeavours to achieve the target resolution times shown in the table below. Note that resolutions may involve a "workaround" to an issue that will allow continued use of the affected component.

The software responses are for the Support Services group to return a call to the Customer's support contact to start diagnosis of the problem.

6.2 RESPONSE TARGETS

	SOFTWARE	
Priority	Response	Resolution
P1	½ hour	2 hours
P2	4 hours	8 hours
P3	8 hours	Issue dependent
P4	72 hours	Issue dependent

Notes:

- All the times shown in the table above are from the time the call is logged with the Company's Support Services group.
- The target times apply to normal operational hours only.

7. ESCALATION PROCEDURES

The Company will use all reasonable endeavours to ensure that calls are cleared within the specified timescales detailed in Section 4. In the event that calls remain outstanding beyond the agreed times, the Company's Support staff will escalate the call to Senior Management at the Company, who will contact his counterpart within the Customer's organization to agree a course of action to be taken.

7.1 ESCALATION TIMES

There are two levels of escalation as shown in the table below. As a call is escalated, regular contact will be maintained at between the Company and a nominated member of the Customer's organization.

Call Priority	Escalation Level	Target Exceeded by	The Company's Management Contact	The Customer's Management Contact
P1	level 1	1 hour	Mr. Jay Lundschen	
	level 2	4 hours	Mr. John R. Perkins	
P2	level 1	8 hours	Mr. Tim Morrow	
	level 2	24 hours	Mr. Jay Lundschen	
P3	level 1	n/a	Mr. Tim Morrow	
	level 2	n/a	n/a – Issue will be moved to P2 status	

The target times apply to normal operational hours only.

GENERAL ESCALATION NOTES

The Company will notify the Customer if it is apparent that resolution of a call may result in a protracted timescale. The Company may also escalate calls of a repetitive nature.

The Customer may escalate any call at any time should they deem it to be appropriate in any specific instance.

8. SUPPORTED PRODUCTS

The Agreement applies to the following components that are identified by a Company assigned name and/or model code. The Supported Product list will also identify the level of support services to be provided by the Company with regard to a fault condition reported by Customer. If a specific component is normally released as part of a larger product group, but is specifically listed within a Product Support Level group that provides for a lower level of support and/or maintenance activities, the lower level classification shall apply. For components not listed, the lowest level Product Support Level classification shall apply.

Product Support Level A: Products listed are under active support, maintenance and development by the Company. Reported fault conditions will be worked by the Company using the guidelines within the Agreement.

Model Code	Product Name	Release level	Description
12-1613-xxx	Standard DATABUS Compiler and Debugger	1.4 or later	Standard DATABUS compiler and debugger components
12-1614-xxx	Standard DATABUS Runtime Environment	1.4 or later	Standard DATABUS Interpreter which executes compiled /DBC code.
12-2136-xxx	RMS Resource Access Server	1.2 or later	RMS RAS Server which provides for access to a RMS server using native system calls from a Windows based client application.
12-2137-xxx	RMS RAS Client DLL	1.2 or later	Windows client DLL interface to the RMS RAS server.
12-2140-xxx	RMS WebConnect	1.4.F or later	Provides for HTTP services hosted by a RMS server.
12-2146-xxx	RMS Boot Diskettes	OR42 or later	RMS alternate boot process using diskette / CD-ROM media
12-2155-xxx	RMS/OPEN Operating System	OR42 or later	RMS/OPEN Operating System Components to include all subsystem and utilities released with the standard release package.
12-2158-xxx	RMS Terminal	1.1 or later	RMS Terminal workstation emulator

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Product Support Level B: Products listed are under active support. Maintenance efforts will be limited to fault conditions classified as Priority P1 or P2, which will be worked on by the Company using the guidelines within the Agreement.

Model Code	Product Name	Release level	Description
12-2121-xxx	DPTWS4W	2.5.B or later	Datapoint Workstation for Windows Terminal Emulator
12-2141-xxx	RMS/OPEN Operating System	OR31	RMS/OPEN Operating System Components associated with the OR31 level of system releases. This would include all subsystem and utilities released with the standard OR31 release package.
12-2147-xxx	RMS/OPEN Operating System	OR40	RMS/OPEN Operating System Components associated with the OR40 level of system releases. This would include all subsystem and utilities released with the standard OR40 release package.

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Product Support Level C: Products that are under limited support and maintenance by the Company. Support and maintenance of the product would be limited to 'best-efforts' in an attempt to provide a work-around or maintenance updates to a fault condition encountered that is considered a Priority level P1 or P2 issue. If a resolution cannot be identified, the fault condition would be considered a limitation of the product. No future maintenance updates or development efforts are anticipated by the Company for products at this Product Support Level.

Model Code	Product Name	Release level	Description
TBD			Specific products have not been defined for this Product Support classification.

Product Support Level D: Products that are provided 'AS-IS' with no implied support or maintenance activities to be provided by the Company.

Model Code	Product Name	Release level	Description
TBD			Specific products have not been defined for this Product Support classification.

9. CUSTOMER REQUIREMENTS

The Company's ability to meet its obligations under the terms of this Agreement depends upon the Customer meeting certain requirements. Inability to meet these requirements may prolong the final resolution to any given fault.

9.1 REQUESTED BY THE COMPANY

- The Company requires all faults to be reported to the Company's Support Services group in accordance with Call Procedures section of this document.
- When appropriate, the Company requires free and immediate access to all areas where the software to be maintained is located.
- The Customer should respond to requests for additional information regarding the fault in a timely manner.
- Fault isolation efforts by the Company may result in a request for the addition of debug software and/or trace statements within the affected component. Whenever possible, the Customer should allow use of the additional fault isolation efforts requested by the Company.
- When appropriate, the Company will be informed of all passwords or other security measures used by the Customer which control or may prohibit access to the systems.
- The Customer will provide remote connectivity to all systems as required by the Company to allow remote access to the systems as required to investigate a fault condition. **All remote access will comply with the Customer's security requirements.**
- The Customer should provide contact names and numbers for escalation procedures.
- The Customer is responsible for informing users of potential outages which may occur during problem isolation.
- The Customer should be satisfied that faults have been fully rectified to their satisfaction before agreeing to close calls.

9.2 REQUESTED BY THE CUSTOMER

- In respect of any work requiring Time and Materials (T&M) charges, or any other miscellaneous charges not specified within the Agreement, or costs arising from any other minor system enhancement(s), the Customer may require that the Company only accept orders up to a maximum value specified by the Customer, and then, only if correctly approved by an authorized representative of the Customer. The Company will not expend additional efforts or obtain additional materials above the specified limits without prior approval by an authorized representative of the Customer.
- When undertaking any maintenance or other operation on any Customer system, or as part of any meeting or discussion, the Customer will be informed of any situation that may adversely affect the efficient and effective operation of any of their systems.
- The Customer may request that the fault originator be regularly updated as to the status of faults, if the fault has reached any point at which it has been escalated.
- The Company will not install or modify System Software on the Customer's system without the Customer's knowledge and approval.

10. SERVICE REVIEW

The services provided by the Company under the terms of this Agreement are subject to review and/or change as required by either party at any time. However, any such change must be documented and approved by both parties.

10.1 REVIEW MEETINGS

As appropriate, the Company will participate in review meetings, to discuss the effectiveness and quality of the service provided. The participants of these meetings would normally comprise a representative of the Company's Management and the Customer's Management.

10.2 FAULT INVESTIGATION

If requested by the Customer, the Company will carry out a detailed investigation of specific calls or situations to determine the most likely course of events associated with any particular problem that reaches a P1 or P2 priority level.

11. OPERATIONAL HOURS

11.1 COMPANY SERVICES

The normal operational hours for the all services provided by the Company are shown in the table below.

Monday to Thursday (excluding Company Holidays)	08.00 - 18.00 hours (Central Time)
Friday (excluding Company Holidays)	08.00 - 12.00 hours (Central Time)

12. EXCLUSIONS

The following items are excluded from this Service Level Agreement:

- All items of hardware or software not identified on the associated support services schedule
- Changes and/or alterations in the hardware or software specification or configuration where these have not been mutually agreed in advance
- Installation or moving of systems or equipment.
- Repair or renewal of consumable supplies or accessories
- Any maintenance work required to repair faults not caused by normal usage
- Any faults arising from year 2000 issues on the part of manufacturers and third-parties outside the Company's control.

13. LOCATION

This Agreement relates to all locations where the Customer has installed systems under the terms of its License Agreement using the System Software. This includes equipment currently located at the Customer's primary data center.

14. CONTACT SUMMARY

14.1 COMPANY CONTACTS

Company address	Datapoint U.S.A., Inc. Attention: Customer Service 8122 Datapoint Drive, Suite 300 San Antonio, TX 78229 U.S.A.
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Web	www.datapointusa.com
Email	support@datapointusa.com
Telephone	+1.210.614.9977
FAX	+1.210.614.2297

Primary Management Contact	Mr. John R. Perkins
Title	President
Telephone	+1 210 614 9977 x110
FAX	+1 210 614 2297
Email	jrperkins@datapointusa.com

Primary Service Contact	Mr. Tim Morrow
Title	Director, Customer Service & Sales
Telephone	+1 210 614 9977 x112
FAX	+1 210 614 2297
Email	tmorrow@datapointusa.com

Primary Service Contact	Mr. Jay Lundschen
Title	Director, Development
Telephone	+1 210 614 9977 x111
FAX	+1 210 614 2297
Email	jlundschen@datapointusa.com

14.2 CUSTOMER CONTACTS

The following Customer contacts will be used by the Company.

Customer Name	<customer name>
Customer Address	<street> <city, state, zip> <country>
Customer Telephone	<telephone>

<p><customer name> Service Level Agreement for the RMS Operating System Environment <month yyyy></p>

Primary Management Contact <name>
Title <title>
Telephone <telephone>
FAX <telephone>
Email <email address>

Primary Technical Contract <name>
Title <title>
FAX <telephone>
Email <email address>

15. SERVICE FEE SCHEDULE

The services as discussed within this Agreement will be subject to annual payments based upon the products and services used by the Customer. If additional services or product licenses are provided prior to the renewal date of this Agreement, additional fees may apply.

Company reserves the right to adjust the fees associated with this Agreement for the services provided at renewal time. This Agreement will automatically renew each year unless cancelled in writing.

Additionally, for services outside the scope of this Agreement, the following rates will apply:

Pre-booked Service Rate: \$1,200 USD per day per business day. This rate will be used when service fees are paid in advance.

Standard Service Rate: \$1,800 USD per business day. This rate will be used when service fees are not paid in advance.

15.1 CHANGES AND CANCELLATIONS

Customer or Company may cancel the automatic renewal of this Agreement provided that a 90 day notice period is given in writing of such intention. If cancellation is by Customer, all outstanding payments are immediately due.

Additional levels of service contracted may be varied by Agreement between the Customer and the Company (by mutual consent) and may be subject to suitable adjustments in the service fees.

Failure to comply with the above may render the Customer liable to a cancellation or amendment charge, to include any additional time and expenses incurred by the Company up to the point of cancellation or change.

16. PAYMENTS

All payments should be made within 30 days of the invoice date, unless alternative billing arrangements have been agreed to in advance. Payments by the Customer will be made to the Company in US Dollars, in the form of a financial instrument accepted by most banking institutions within the United States. Failure to comply may result in a suspended/curtailed Support services to the Customer.

17. ENTIRE AGREEMENT

THIS AGREEMENT AND THE ASSOCIATED SOFTWARE LICENSES AGREEMENT CONSTITUTE THE ENTIRE AGREEMENT AND LICENSE GRANTED HEREIN BETWEEN THE PARTIES, AND CANCEL AND SUPERSEDE ANY PREVIOUS AGREEMENTS RELATED THERETO. EXCEPT AS PROVIDED WITHIN THE TERMINATION AND REMEDIES SECTION HEREIN, THIS AGREEMENT SHALL NOT BE MODIFIED OR TERMINATED OTHER THAN BY A WRITTEN DOCUMENT SIGNED BY AN AUTHORIZED OFFICER OR AGENT OF EACH OF COMPANY AND CUSTOMER. THE PROVISIONS OF THIS AGREEMENT SHALL CONTROL THE USE OF SOFTWARE BY CUSTOMER. CUSTOMER AGREES TO RETURN ALL COPIES OF ANY SOFTWARE FROM WHOEVER RECEIVED IF DELIVERY OF THAT SOFTWARE WAS OUTSIDE THE LEGAL AUTHORITY OF THE DELIVERING PARTY TO GRANT A VALID LICENSE. ACCEPTANCE BY CUSTOMER OF ANY SOFTWARE FROM COMPANY SHALL BE DEEMED CONCLUSIVE EVIDENCE OF CUSTOMER'S AGREEMENT THAT THE LICENSE FOR SUCH SOFTWARE IS GOVERNED BY THIS AGREEMENT.

18. SERVICE LEVEL AGREEMENT APPROVALS

COMPANY

Signed by _____ Date _____

Title _____

On behalf of DATAPOINT U.S.A., INC.

CUSTOMER

Signed by _____ Date _____

Title _____

On behalf of CUSTOMER