**EXHIBIT B**

**HOSTING SERVICE LEVEL AGREEMENT**

1. **Introduction**

The hosting services will generally be available twenty-four hours per day, seven days per week except for periodic system maintenance. However, the Service Levels for Software Availability shall be measured only during the following business hours:

Monday – Friday: 9:00 am – 8:00 pm Eastern Time

From time to time Mi-Co will be required to do scheduled maintenance. An example of scheduled maintenance would be to perform database maintenance or implement a software upgrade. When possible, Mi-Co will: (a) schedule maintenance to be performed outside of regular business hours, and (b) give Client prior notice of any scheduled maintenance as specified in the Mi-Co Change Management Service Levels and Procedures Document.

1. **Severity Levels**

Operational problems will be identified with a Severity Level, using Mi-Co’s best judgment and input from the customer.

* “Severity One” means a system-wide failure. The service or software, in a supported configuration, has complete loss of service or resources for which no workaround exists and the Customer’s work cannot reasonably continue. Service cannot reasonably continue until the system is restored, delivery is totally stopped.
* “Severity Two” means a semi system-wide failure. The Service or Software, in a supported configuration, is causing significant or degraded loss of Customer’s service or resources. This can be defined as a major product flaw with a workaround, or a minor product flaw without a workaround. The customer’s service is seriously impacted but delivery has not totally stopped.
* “Severity Three” means the Service or Software, in a supported configuration, has minor loss of Customer’s service or resources. This can be defined as a product flaw with a workaround or a problem with a portion of the software’s function that does not impact delivery.
* “Severity Four” means the Service or Software is in full working mode. Customer’s work is not being impeded at this time. Information is requested or reported.

1. **Service Levels**

Mi-Co will strive to operate at the service levels described as “Minimum Service Level”. If any service element deteriorates so much as to be measured at the Crisis Trigger level, the situation will be immediately escalated to the Chief Executive Officer of Mi-Co, and payment of fees for the affected period (pro-rated) will be refunded, until the situation is resolved.

| Performance  Category | Service Level Description | Minimum  Service Level | Crisis Trigger |
| --- | --- | --- | --- |
| Software  Availability | Availability of hosted Software | 99.0% | 98.0% |
| Response Time for Severity One Problems | Time by which Mi-Co will respond to Severity One. Customer’s notification must be by phone or email ([support@mi-corporation.com](mailto:support@mi-corporation.com)) per the procedures set forth above. Mi-Co’ response may be by phone or e-mail. | 2 Business Hours | 4 Business Hours |
| Response Time for Severity Two Problems | Time by which Mi-Co will respond to Severity Two Problems. Mi-Co’s response may be by phone or e-mail. | 4 Business Hours | 6 Business Hours |
| Response Time for Severity Three Problems | Time by which Mi-Co will respond to Severity Three Problems. Mi-Co’s response may be by phone or e-mail. | 6 Business Hours | 8 Business Hours |
| Response Time for Severity Four Problems | Time by which Mi-Co will respond to Severity Four Problems. Mi-Co’s response may be by phone or e-mail. | 12 Business Hours | N/A |

“Availability” or “Available” refers to the ability of an Internet user being able to establish a successful web services connection to the appropriate Mi-Co-hosted server.

“Availability Percentage” shall be calculated as follows: **x = [100(n - y)/n] percent**, where “x” is the Availability Percentage, “n” is the total number of business hours in a given calendar month, and “y” is the total number of business hours service is not Available (as defined above) in a given calendar month. The calculation of “x” shall be prorated in any month in which services commence on any day other than the first day of the month.

Specifically excluded from “n” and “y” in this calculation and defined as exceptions to the levels of Availability provided herein are (a) scheduled maintenance windows and (b) reasons of Force Majeure.

Specifically excluded from “y” are failures of Availability to the extent caused by or related to downtime (a) due to failures of access circuits to the Software, unless such failure is caused solely by Mi-Co’s equipment, software or personnel; (b) scheduled and emergency maintenance; (c) emergency upgrades; (d) DNS issues beyond the control of Mi-Co; (e) “false-positive” service breaches reported as a result of outages or errors of any Mi-Co measurement system; (f) any negligence, willful misconduct, or use of the Software or Mi-Co services in breach of this Agreement or Mi-Co’ Acceptable Use Policy by Customer or by others engaged or authorized by the customer; (f) issues associated with Customer’s LANs, Customer’s ISPs or other Customer Internet connections; or (g) denial of service attacks performed by an outside entity.

Also specifically excluded from “y” are outages resulting from network service provider outages or Internet outages resulting from failures outside the control of Mi-Co or its hosting provider. Examples of these types of outages include:

* Corruption in Internet route information within a Tier 1 Internet route server environment;
* Major connectivity failures within or between Tier 1 Internet service providers;
* Corruption in Internet route information at any public or private exchange point;
* Corruption of root level DNS services.

1. **Hosting Provider**

Mi-Co uses Amazon AWS as a third party, certified, hosting provider and subscribes to its “Business” level support as described in its premium support documentation . Further information about Amazon’s data center premises, security, and other aspects are available from Amazon and via Mi-Co’s support team.

All hosted instances of Mi-Forms servers utilize commercial off the shelf operating systems and database servers implemented with industry best practices standards.