

EADOC LLC MASTER SERVICES AGREEMENT

This EADOC LLC Master Services Agreement ("Agreement") is entered into, to be effective as of _____, 2011 ("Effective Date"), by and between _____ ("Customer"), with its principal place of business located at _____, and EADOC LLC ("EADOC" or "Service Provider"), with its principal place of business located at 436 14th Street, Suite 150, Oakland, CA 94612.

Whereas, EADOC LLC offers a hosted Construction Management Software Services (the "Services") which delivers a collaborative web based construction project management application to the AEC industry, connecting facility owners, construction managers, contractors, architects, sub consultants, sub contractors and suppliers together so they can securely share and exchange construction project information electronically;

Whereas, Customer wishes to utilize EADOC's Services;

Now Therefore, the parties enter into this Agreement upon the terms and conditions as set forth below.

1. The Services.

- 1.1. Services.** Customer requires the Services with respect to certain information technology needs. Customer received and has approved a Customer Proposal (the "Proposal") containing estimated Project parameters from EADOC. The specific Services and fees are set forth in the Customer Proposal (the "Proposal") which is incorporated herein by reference.
- 1.2. Purpose.** This Agreement sets forth the terms and conditions under which EADOC agrees to license certain hosted Services and provide all other services, including data import / export, monitoring, support, backup and recovery, change management, technology upgrades, and training necessary for Customer's productive use of the Services, as further set forth in a Service Level Agreement in the form of the Exhibit A attached hereto and incorporated by reference (alternatively available at <http://www.eadocsoftware.com/sla.html>).
- 1.3. License.** EADOC hereby grants Customer a non-exclusive, non-transferable, worldwide right to use the Services, solely for Customer's own business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Customer are reserved by EADOC and its licensors.
- 1.4. Authorized Users.** Unless otherwise limited on a Service Level Agreement, Customer and any of its clients, clients' contractors, employees, agents, contractors, or suppliers of services that have a need to use the Services for the benefit of Customer shall have the right to operate and use the same. Customer is responsible for management of all Customer information during the Term of Services, including control of all Customer passwords and usernames.
- 1.5. Restrictions.** While EADOC may grant an unlimited amount of Users, Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device.
- 1.6. Control of Services and Customer Activity.** The method and means of providing the Services shall be under the exclusive control, management, and supervision of EADOC, giving due consideration to the requests of Customer. However, Customer is responsible for all activity occurring during the Term of the Services and shall abide by all applicable local, state, national and foreign laws and regulations in connection with use of the Service. Customer agrees to keep Password secure and not to disclose it to unauthorized users.

1.7. Backup and Recovery of Customer Data. As a part of the Services, EADOC is responsible for maintaining a backup of Customer Data, for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in a Service Level Agreement, EADOC shall maintain a contemporaneous backup of Customer Data in triplicate, including an off-site facility that can be recovered within 45 minutes at any point in time.

1.8. Change Control Procedure. Customer may, upon written notice, request increases or decreases to the scope of the Services under an Exhibit A. If Customer requests an increase in the scope, Customer shall notify EADOC, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request, EADOC shall notify Customer whether or not the change has an associated cost impact. If Customer approves, Customer shall issue a change control, which will be executed by EADOC. Customer shall have the right to decrease the scope and the fee will be reduced accordingly.

2. Term and Termination.

2.1 Term. This Agreement shall commence on the Effective Date and continue for the duration of the Project ("Project Duration") as estimated by the Proposal. (see Section 2.2 below). Certain Sections of this Agreement shall survive the termination of this Agreement (where noted). This Agreement may be terminated earlier in accordance with the terms set forth in this Section or until such time as Customer provides EADOC with written notice of termination; provided, however, that such notice be given no fewer than thirty (30) calendar days prior to the last day of the then-current Subscription Plan (see Section 4.1 below).

2.2 Proposal. A Proposal contains estimated Project parameters provided by EADOC to Customer. An approved Proposal is valid for a construction start date of +/- 3months from the estimated start date listed. If the Project is delayed more than 3 months or canceled, the Proposal is void unless EADOC extends the Term in writing. A Proposal is valid for 90 days from date of issue.

2.3 Termination for Cause. If either party materially breaches any of its duties or obligations hereunder, including successive failure of EADOC to meet a Service Level, and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, then the non-breaching party may terminate this Agreement or a Service Level Agreement for cause as of a date specified in such notice.

2.4 Payments upon Termination. Upon the expiration or termination of this Agreement for any reason, Customer shall pay to EADOC all undisputed amounts due and payable hereunder.

2.5 Return of Materials. Upon expiration or earlier termination of this Agreement, each party shall: (a) promptly return to the other party, or certify the destruction of any of the following of the other party held in connection with the performance of this Agreement or the Services: (i) all Confidential Information; and, (ii) any other data, programs, and materials; and, (b) return to the other party, or permit the other party to remove, any properties of the other party then situated on such party's premises. In the case of Customer Data, EADOC shall, immediately upon termination of this Agreement, provide Customer with a final export of the Customer Data and shall certify the destruction of any Customer Data within the possession of EADOC. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner.

2.6 The provisions of this Section 2 shall survive the termination of this Agreement.

3. Services Levels.

- 3.1 Service Levels Reviews.** EADOC and Customer will meet as often as shall be reasonably requested by Customer, but no more than monthly, to review the performance of EADOC as it relates to the Service Levels further described in Exhibit A.
- 3.2 Failure to Meet Service Levels.** As further described in Exhibit A, in the event EADOC does not meet any of the requisite Service Levels, EADOC shall: (a) reduce the applicable monthly invoice to Customer by the amount of the applicable Performance Credits as a credit, and not as liquidated damages; and, (b) use its best commercial efforts to ensure that any unmet Service Level is subsequently met. Notwithstanding the foregoing, EADOC will use commercially reasonable efforts to minimize the impact or duration of any outage, interruption, or degradation of Service
- 3.3 Escrow Agreement.** Parties may agree to place in escrow with an escrow agent copies of the most current version of the source code for the applicable software that is included as a part of the Services, including all updates, improvements, and enhancements thereof from time to time developed by EADOC (the "Software") necessary to internally support (i.e., maintain and / or repair) the Software for the benefit of Customer. EADOC agrees that upon the occurrence of any event or circumstance which demonstrates with reasonable certainty the inability or unwillingness of EADOC to fulfill its obligations to Customer under this Agreement or a Service Level Agreement, Customer shall be able to obtain the source code of the then-current Software from the escrow agent. All costs associated with procuring and maintaining an Escrow Agent, including all Escrow services hereunder shall be borne by the Customer.
- 3.4** The provisions of this Section 3 shall survive the termination of this Agreement.
- 4. Fees and Expenses.** Any sum due EADOC for Services performed, including setup and training shall be due and payable within 30 business days ("Pay Period") after receipt thereof by the Customer of an invoice from EADOC.
- 4.1 Billing and Subscription Plans.** Unless otherwise provided for under a Service Level Agreement, attached hereto as Exhibit A, EADOC shall bill to Customer the sums due pursuant to the following Subscription Plans:
- 4.1.1 Yearly Subscription Plan.** Yearly subscription payments are due upon completion of the application setup session. If the duration of the project is extended beyond the original duration the customer will continue to make annual payments. Once the project is completed the customer will be refunded any overpayment based on a monthly proration of the annual fee.
- 4.1.2 Lump Sum Payment Plan.** Lump Sum payments are due upon completion of the application setup session. Project duration does not effect the lump sum price.
- 4.2 Late Fees.** In the event of non-payment within the Pay Period, 2% of the total amount due will be added to the balance for every Pay Period. Failure to remit payment for two consecutive Pay Periods (60 business days) will be considered a material breach by Customer and EADOC reserves the right to terminate the agreement and immediately seek remedies.
- 4.3 Price Adjustments.** Service pricing is based upon engineer's estimate for the Project and estimated Project Duration. If the actual cost of the Customer's construction is 10% higher or lower than the original estimate, EADOC reserves the right to adjust the monthly Subscription price.
- 4.4 Taxes.** EADOC represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. EADOC agrees that Customer is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for EADOC. Any and all taxes, interest or penalties, including any federal, state, or

local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by EADOC.

5. Representations and Warranties.

5.1 Mutual Representations and Warranties. Customer and EADOC represent and warrant that: it has all requisite legal power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement. Parties Agree that this Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms.

5.2 Service Provider Representations and Warranties. EADOC knows the particular purpose for which the Services are required and such Services to be performed under this Agreement shall be performed in a competent and professional manner and in accordance with the highest professional standards. EADOC acknowledges that Customer is relying on EADOC's representation of its experience and expertise, and that any substantial misrepresentation may result in damage to Customer. The Services will achieve in all material respects the functionality described in a Service Level Agreement and the documentation of EADOC, and that such functionality shall be maintained during the Term.

6. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. All Confidential Information shall be held in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential.

6.1 Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning; (c) with respect to information and documentation of Customer, whether marked "Confidential" or not, consists of Customer information and documentation included within any of the following categories: (i) policyholder, payroll account, agent, customer, supplier, or contractor lists; (ii) policyholder, payroll account, agent, customer, supplier, or contractor information; (iii) information regarding business plans (strategic and tactical) and operations (including performance); (iv) information regarding administrative, financial, or marketing activities; (v) pricing information; (vi) personnel information; (vii) products and/or services offerings (including specifications and designs); or, (viii) processes (e.g., technical, logistical, and engineering); or, (d) any Confidential Information derived from information of a party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality; (b) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights; (c) obtained from a source other than the disclosing entity without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).

6.2 The provisions of this Section 6 shall survive the termination of this Agreement.

7. Proprietary Rights.

7.1 Pre-existing Materials. Customer acknowledges that, in the course of performing the Services, EADOC may use software and related processes, instructions, methods, and techniques that have been previously developed by EADOC (collectively, the “Pre-existing Materials”) and that same shall remain the sole and exclusive property of EADOC.

7.2 Data of Customer. Customer’s information, or any derivatives thereof, contained in any EADOC repository (the “Customer Data,” which shall also be known and treated by EADOC as Confidential Information) shall be and remain the sole and exclusive property of Customer. Customer shall be entitled to an export of Customer Data, without charge, upon the request of Customer upon termination of this Agreement. EADOC is provided a license to Customer Data hereunder for the sole and exclusive purpose of providing the Services, including a license to store, record, transmit, maintain, and display Customer Data only to the extent necessary in the provisioning of the Services.

7.3 Privacy. EADOC’s privacy and security policies may be viewed at http://www.eadocsoftware.com/privacy_policy.html. EADOC reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Customers may opt-out of receiving e-mails from third parties outside of EADOC by de-selecting the check box on the enrollment page.

7.4 No License. Except as expressly set forth herein, no license is granted by either party to the other with respect the Confidential Information, Pre-existing Materials, or Customer Data. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information, Pre-existing Materials, or Customer Data, except as may be provided under a license specifically applicable to such Confidential Information, Pre-existing Materials, or Customer Data.

7.5 The provisions of this Section 7 shall survive the termination of this Agreement.

8. Marketing. Notwithstanding the Non-Disclosure Agreement between the parties referred to in Section(s) 6 and 7, Customer agrees that EADOC LLC may refer to Customer and may briefly describe Customer’s business on in any of its marketing and advertising materials, including, but not limited to, the EADOC website and promotional materials related to Tradeshows and Conferences. Customer hereby grants EADOC LLC a limited license to use any Customer trade names and trademarks for this purpose.

9. Insurance. EADOC shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts stated herein, with responsible insurance carriers duly qualified in those states (locations) where the Services are to be performed, covering the operations of EADOC, pursuant to this Agreement.

TYPE OF INSURANCE	LIMITS OF LIABILITY (Minimum Amounts)
Professional Errors and Omissions Insurance	\$1,000,000 per occurrence, \$1,000,000 aggregate

10. Mutual Indemnity. EADOC agrees to indemnify, defend, and hold Customer, its officers, directors, agents, and employees (each, an “Indemnitee” and collectively, the “Indemnitees”) harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively “Claims”), including reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Customer Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, or misconduct of EADOC, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) violation of any law or regulation; (c) Viruses; or, (d) breaches of any representations made under this Agreement;

provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of Customer, its officers, directors, agents, or employees. Customer agrees to defend, indemnify and hold harmless EADOC, its officers, directors, employees, agents and partners, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) arising from: (i) Customer's use of and access to the Services (ii) Customer's violation of any term of this Agreement; (iii) Customer's violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that Customer's use of Service caused damage to a third party. The provisions of this Section shall survive the termination of this Agreement.

11. **Access and Maintenance.** EADOC provides Customer access to the Services 24 hours a day, 365 days a year, except during scheduled maintenance periods. Customer will be notified 72 hours in advance of scheduled maintenance. All scheduled maintenance occurs on weekends to minimize the impacts to the Customer (see Service Level Agreement, attached as Exhibit A).
12. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT; OR, (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
13. **DISCLAIMER OF WARRANTIES.** NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, EADOC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS ON THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. CUSTOMER FURTHER AGREES THAT EADOC IS NOT RESPONSIBLE FOR ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, DUE TO ANY BUGS, VIRUSES, TROJAN HORSES, OR SIMILAR AILMENTS, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY.
14. **General.**
 - 14.1. **Relationship between Customer and EADOC.** EADOC represents and warrants that it is an independent contractor with no authority to contract for Customer or in any way to bind or to commit Customer to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Customer. Under no circumstances shall EADOC, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of Customer. In recognition of EADOC's status as independent contractor, Customer shall carry

no Workers' Compensation insurance or any health or accident insurance to cover EADOC or EADOC's agents or staff, if any. Customer shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither EADOC nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of Customer.

- 14.2. Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California, without regard to its conflict of laws rules. The normal rule of construction that any ambiguity or uncertainty in a writing shall be interpreted against the party drafting the writing shall not apply to any action on this Agreement.
- 14.3. Venue.** All suits permitted to be brought in any court shall be venued in Alameda County, State of California.
- 14.4. Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Oakland, CA, before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall be administered either by JAMS pursuant to its Streamlined Arbitration Rules and Procedures or by an alternate provider as agreed upon by the parties. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.
- 14.5. Attorney's Fees.** In the event of litigation relating to the subject matter of this Agreement, the prevailing party shall be entitled to recover all reasonable attorney fees and costs resulting therefrom.
- 14.6. Notice.** All notices, requests, instructions, consents and other communications to be given pursuant to this Agreement shall be in writing and shall be deemed received (i) on the same day if delivered in person, by same-day courier or by telegraph, telex, facsimile or email transmission (ii) on the next day if delivered by overnight mail or courier, or (iii) on the day indicated on the return receipt, or if there is no such receipt, on the third calendar day (excluding Sundays) if delivered by certified or registered mail, postage prepaid, to the party for whom intended to the following addresses:

If to Customer: Name: _____
Address: _____

Phone: _____
Email: _____

If to EADOC: EADOC LLC
436 14th Street, Suite 150
Oakland, CA 94612
(877) 305-3844

- 14.7. **Assignment of Agreement.** Neither this Agreement, nor any right, interest, duty nor obligation hereunder may be assigned, transferred or delegated by Customer, without the express written consent of EADOC. For purposes of this Agreement, any sale or transfer of 50% or more of Customer’s stock or equity shall constitute an assignment hereunder.
- 14.8. **Counterparts; Facsimile, Email, Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that a facsimile or electronic signature may substitute for and have the same legal effect as the original signature.
- 14.9. **Entire Agreement.** This Agreement and its attached exhibits constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Customer and EADOC as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties. In the case of conflict, and solely as to the parties to this Agreement, the terms of this Agreement shall prevail over the terms of the User License Agreement.

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

CUSTOMER (“Customer”)

EADOC (“Service Provider”)

Signed: _____

Signed: _____

Name: _____

Name: Eric Law

Title: _____

Title: Founder/CEO

Date: _____

Date: _____

Exhibit A

EADOC LLC SERVICE LEVEL AGREEMENT

This Service Level Agreement (the "SLA") sets forth the standards that will apply to hosted Construction Management Software Services (the "Services"). This Agreement shall be incorporated in and governed by the terms of the **EADOC LLC SERVICES AGREEMENT** (the "Agreement") by and between **CUSTOMER** ("Customer") and **EADOC LLC** ("EADOC" or "Service Provider"). Unless expressly provided for in this SLA, in the event of a conflict between the provisions contained in the Agreement and those contained in this SLA, the provisions contained in the Agreement shall prevail.

1. **System Availability.** EADOC guarantees the Services will be available with 99.9% uptime, excluding scheduled maintenance. Customer will be notified seventy-two (72) hours in advance of scheduled maintenance. Unscheduled downtime shall not exceed 525.6 minutes per year.

2. **Support Resolution Time.**

Level 1	System is impaired and users cannot access EADOC Services due to EADOC issue:
	A. Issue will be identified and resolved within one (1) hour.
Level 2	Users can access EADOC Services, but a piece of functionality is not performing:
	A. If issue relates to data integrity a resolution will be developed and released in two (2) hours.
	B. If issue relates to reports, navigation, or other general usability; a resolution will be developed and deployed within twenty-four (24) hours.
Level 3	Customization request: EADOC will make the Customer's requested configuration changes within seventy-two (72) hours of receiving the request and all supporting documentation.
Level 4	Enhancement request: EADOC will review the requirements with the client within five (5) days. Upon completing the review, the enhancement will be assigned to a release within two (2) weeks that is scheduled for release within six (6) months.

3. **Customer Notification and Credits.** At the time Customer believes that a Service impacting condition has occurred, Customer must initiate a trouble ticket by contacting EADOC support in accordance with the method of contact set forth below (see Section 4.1 below). Once a ticket has been opened, EADOC will notify Customer of the situation and initiate diagnostic testing and fault isolation activities to determine the nature of the service condition. A Credit (see Section 4.2 below) will be applied to Customer's first invoice subsequent to EADOC's determination that a service impacting condition that lies within the scope of coverage has occurred.

4.1. Notification Procedure.

If Customer can access the EADOC application: File a support request through the support module in the EADOC application

If Customer unable to access the application: email: support@eadocsoftware.com

If Customer unable to access the application and email: call: 877-305-3844

4.2. Credits.

Level 1 One (1) day credit for each one (1) hour the Service is down.

Level 2A One (1) day credit for each one (1) hour past the two (2) hour response time

Level 2B One (1) day credit for each one (1) day delay after the first twenty-four (24) hours

Level 3 No credit.

Level 4 No credit

5. EADOC Notifications.

5.1. Scheduled Maintenance. To maintain the performance of EADOC Services and be able to respond to changes in technology and security risks, EADOC must occasionally take the EADOC application off line to perform maintenance. These outages will only occur during the scheduled maintenance windows defined below:

Maintenance Windows:	Friday 8pm PST – Sunday 11:59pm PST
Notification:	Customers will be notified seventy-two (72) hours in advance of these scheduled shut downs.
Duration:	Outages will never exceed twelve (24) hours.

6. Customer Data. At anytime the Customer can schedule a download of all their Project Data (“Data”) from the EADOC servers. Customer Data will be converted into .pdf documents, customer files will be returned in their original format. This download will occur within thirty (30) days of the Customer request. Customer must complete a support request in the EADOC application requesting this download. Customers are provided one free copy upon the completion of the project. Additional data downloads are available for \$500/download

7. Service Level Updates. Notwithstanding Section 14.9 of the Master Services Agreement, EADOC may periodically update these Service Levels. While EADOC may attempt to notify you when material changes are made, we suggest that Customers regularly review <http://eadocsoftware.com/sla.html> to stay current.

9. Contact. For questions about this agreement or any other feedback, comments, requests for technical support please contact EADOC customer support through support@eadocsoftware.com.

10. Except where expressly provided otherwise, this SERVICE LEVEL AGREEMENT is subject to all terms and conditions of the EADOC LLC MASTER SERVICES AGREEMENT.