

## SCHEDULE N

### SERVICE LEVEL AGREEMENT

This service level agreement (“*SLA*”) constitutes an agreement between MoneyGram Payment Systems, Inc. (“*Customer*”) and you (“*you*” or “*Supplier*”) related to your provision of Good and/or Services to Customer. Terms capitalized herein but undefined shall have the definitions assigned them in the master service agreement executed between the Parties.

1. Application of Master Agreement. This SLA is supplemental to the terms of the Master Service Agreement, entered into between Supplier and Customer (“*Agreement*”) and shall be subject to the terms and conditions of the Agreement as if set forth herein.
  - 1.2. Covered Services. This SLA covers the Supplier Services more fully described in the Agreement and any active SOW of the Parties.
  - 1.3. Conflicts. In the event of a conflict between the terms and conditions of this SLA and the Agreement, the terms and conditions set forth in the Agreement shall take precedence over this SLA.
  - 1.4. Term and Termination. This SLA will take effect from the date the Agreement is executed by the Parties (if signed on different dates, the later date shall apply) and will apply to the Covered Services only. This SLA shall terminate upon the termination or expiration of the Agreement.
2. Support. During the Term of the Agreement, Supplier will use their best efforts to respond and resolve Services related queries and error and downtime incidents, in the manner set forth herein (“*Support*”).
  - 2.1. Account Management Team. The Account Management (Service) Team will communicate with Customer via telephone or electronic mail. If the Service team determines that in order to resolve a Covered Service query, error or downtime it is necessary and appropriate to perform work off-line, it will communicate that to the Customer and indicate an estimated status update time.
  - 2.2. Support Call. Service hours are maintained on a 24-hour basis, 365 days per year or as otherwise agreed by the Parties via SOW.
  - 2.3. Changes in Support Practices. Supplier may modify the terms of this SLA or any exhibits thereto from time to time, to reflect the changes in its support practices, provided that Customer is not adversely affected by such changes. Customer will be notified via email or mail regarding any significant changes to support practices at least ten (10) business days prior to implementation.
3. Availability.
  - 3.1. Supplier agrees to make the Services available a minimum of “ninety-nine point nine percent” (99.9%) during each Measurement Period (“*Availability*”).
    - 3.1.1. Availability Calculation. The actual availability of the Service in each Measurement Period shall be determined as follows:  $x = (n - y) * 100 / n$  Where: x

= Availability percentage n = total number of minutes during a Measurement Period (60 minutes\*24 hours\*30.42 days = 43,805 minutes) y = Downtime expressed in minutes. Specifically excluded from “n” and “y” are Scheduled Maintenance (Planned Downtime) and Causes Not Attributable to Supplier.

3.2. Scheduled Maintenance (Planned Downtime).

3.2.1. Provision of Supplier’s Service may require Supplier to shut down the Services or portions thereof during maintenance windows for the performance of maintenance work, including, without limitation, taking down servers (“**Scheduled Maintenance**”). Except in the event of emergency that requires taking Services down, Supplier will notify Customer in advance of Scheduled Maintenance that occurs outside of the stated maintenance window in section 3.2.3. Supplier will provide notifications of Scheduled Maintenance to the Customer’s designated contact. Customer shall be solely responsible for any further Scheduled Maintenance notifications within the Customer’s company.

3.2.2. Supplier will use best efforts to include in the Scheduled Maintenance notifications in section 3.2.1 a description of: (i) length of impact time (expected start time and end time), (ii) cause or reason maintenance is required, and (iii) description of expected impact on the Covered Service.

3.2.3. Supplier maintains specific maintenance windows for scheduled maintenance. These windows typically mirror SWIFT’s scheduled maintenance and Customer will be notified at least 5-days in advance of any Scheduled Maintenance. When possible, all Scheduled Maintenance will be limited to these times.

3.3. Urgent Maintenance. Urgent maintenance shall refer to efforts to correct availability problems which are likely to cause an outage and which require immediate correction. Urgent maintenance, while being conducted, may degrade the quality of the performance of the provided Services, and may include an outage. Periods of outage related to urgent maintenance shall be deemed a lack of Supplier Site Availability. Supplier may undertake urgent maintenance at any time deemed necessary. Supplier will provide notice of urgent maintenance to Customer as soon as is commercially reasonable under the circumstances.

3.4. Backup and Recovery. Full System Backups shall be executed daily. Incremental System Backups are executed every four hours. Backup tapes are archived for a period of 16 weeks following backup execution.

4. Response Time. Supplier shall respond to errors and downtime in a timely fashion. Response time (“**Response Time**”) means the time period permitted for Supplier to classify the problem or incident according to its severity and nature, appoint trained personnel to acknowledge a Support Call from Customer (via telephone), open a support ticket and commence a technical assessment of the problem. Response Time shall commence upon receipt of notification of an error or downtime incident from Customer.

4.1. All notifications made via phone or email on weekends and holidays will be responded to on the next business day.

4.2 Measurement – Response Time (and resulting penalty):

Priority	Definition	Response	Recovery	SLA Credit
P1	Widespread service interruption resulting in a severe business or financial impact that is actively impacting a large number of Agents, Partners or Customers. Customer data exposing security vulnerability has come to our attention.	15M	4 Hours	10% per month per occurrence
P2	Degradation of function, application, or equipment resulting in a medium level business and financial impact. Partial loss of functionality, NOT impacting the majority of Agent, Partners or Customers.	30M	8 Hours	15% per month per occurrence
P3	Minor issues requiring action, but not affecting an Agent, Partner, or Customers ability to use the product.	8H	3 Days	20% per month per occurrence
P4	Cosmetic issues or bugs, not affecting Agent, Partner or Customers ability to use the product. No ability to escalate to a Priority 2/3.	12H	5 Days	25% per month per occurrence

4.2. Resolution. In the event Supplier discovers or is notified by Customer of the existence of an error or downtime, Supplier will take actions reasonably necessary to determine the source of the error or downtime. If the problem is caused by Causes Not Attributable to Supplier, then Supplier will use commercially reasonable efforts to notify the party responsible and cooperate with such party to resolve the problem as soon as reasonably possible. If the source of the error or downtime is within the control of Supplier, then Supplier will make best efforts to resolve the problem as expeditiously as practicable.

4.2.1. If a permanent resolution to an error or downtime cannot be found, Supplier may provide a temporary resolution (bypass and recovery) which will be followed by a permanent resolution as soon as reasonably practicable thereafter.

5. Security. Supplier shall have established and implemented a security policy which will provide reasonable and acceptable assurance that sensitive systems are performing as specified; sensitive information is provided adequate protection; data and software integrity is maintained; and unplanned disruptions of processing will not seriously impact performance. The information contained in the Supplier System Security Policy represents Supplier's commitment to assuring confidentiality, integrity, availability and control of the IT resources necessary for processing or transmitting information and supporting Customer applications.

6. Quality and Software. Supplier quality and software shall be measured in two Service Level Categories, defined herein, and based upon the Service Levels and Key Performance factors identified in **Exhibit 1** to this Schedule, which is incorporated herein by this reference.

	Category	Target		Fails
1	QUAL	99.9%	Performance Range	<99.9%
			SLA Credit	>98.9%
2	SW	99.9%	Performance Range	<99.9%
			SLA Credit	>98.9%

- 6.1 Quality – designated herein “QUAL”; the Service Level category which measures Supplier conformity with Customer requirements defined herein.
- 6.2 Software – the Service Level category which measures Supplier Solution uptime, programming and Customer system access. Specifically with regard to Supplier Solution uptime, Supplier will notify Customer at least five (5) business days prior to any Scheduled Maintenance. In cases of emergency, Supplier will use its best efforts to notify Customer of outages as soon as practicable.
- 6.3 In the event that Supplier fails to perform within the defined performance range for any Service Level Category, at any time (“*Service Level Default*”), then, except to the extent the failure is caused by factors beyond the reasonable control of Supplier that Supplier could not have prevented by commercially reasonable precautions, a Service Level Credit of 10% of the relevant invoice balance for each 1% failure under Target for that period shall be applied to each invoice impacted by such failure.
- 6.4 In the event that Supplier fails to perform within the defined performance range for any Service Level Category three (3) times during any three months period, that shall be sufficient grounds for termination of the Agreement. If Supplier fails to perform at service levels below 90% for two (2) consecutive months, this shall also be sufficient grounds for termination of the Agreement.
- 6.5 In the event a Service Level Default occurs after Customer has made final payment to Supplier or Supplier under this Agreement and no further invoices shall issue as a result, Supplier shall refund to Customer the amount of the appropriate Service Level Credit paid hereunder. The service level credits will not limit Customer’s right to recover, in accordance with the terms of this Agreement, any other damages to which it may be entitled with respect to such failure to provide the Services in accordance with the Service Levels.
- 6.6 Continuous Improvement – In the performance of the Services, Supplier shall develop and implement methods and ways to continually improve the quality and level of service and to reduce Customer’s costs and expenses with respect to this Agreement. The focus of this effort is to provide timely and ongoing information to Customer regarding the quality of key servicing processes used by Supplier.